

**CONTRACT**

**Between**

**CITY OF MIAMI BEACH, FLORIDA**

**and the**

**AMERICAN FEDERATION OF STATE, COUNTY AND**

**MUNICIPAL EMPLOYEES, AFSCME LOCAL NO. 1554**

**May 1, 2013 – April 30, 2016**

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## **CONTRACT**

THIS CONTRACT, made and entered into this 23<sup>rd</sup> day of April 2014, by and between the CITY OF MIAMI BEACH, FLORIDA, (herein called the "City"), and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES UNION, LOCAL 1554, (herein called the "Union").

### **WITNESSETH:**

WHEREAS, this Contract has as its purpose the promotion of harmonious relations between the City and the Union and the negotiation of wages, hours, and working conditions to be in effect during the term(s) of this Contract; and

WHEREAS, the rights, obligations, and authority of the parties to this Contract are governed by and subject to the laws of the State of Florida;

NOW, THEREFORE, the parties agree with each other as follows:

**ARTICLE I**  
**RECOGNITION**

**Section 1.1 Representation.** Pursuant to and in accordance with all applicable provisions of Chapter 447, Part II of the Florida Statutes, the City recognizes the Union as the exclusive bargaining representative for all employees included in the bargaining unit of Local 1554, for the purpose of collective bargaining concerning wages, hours of work and other terms and conditions of employment.

**Section 1.2 Bargaining Unit.** The bargaining unit of this local union has been determined by the Public Employees Relations Commission to be appropriate for the purposes of collective bargaining. Certificate No. 379 was issued to Local 1554 on January 9, 1978. The bargaining unit of this local union includes all classifications listed below:

Assistant Pumping Mechanic	Pumping Mechanic
Building Supervisor	Recreation Leader I
Building Services Technician	Recreation Leader II
Central Services Technician	Recreation Program Supervisor
Control Room Operator	School Guard
Concession Attendant	Sewer Pipefitter
Customer Service Representative	Sewer Supervisor
Diesel Generator Mechanic	Sign Maker
Fire Equipment Mechanic	Storekeeper I, II, and III
Fleet Service Writer	Storekeeper/Mechanic
Fleet Service Representative	Street Lighting Technician I and II
Heavy Equipment Operator I and II	Street Supervisor
Ice Rink Technician	Tree Maintenance Supervisor
Irrigation System Supervisor	Tree Trimmer
Mechanic I, II, and III	Waste Collector
Municipal Service Worker I, II, and III	Waste Driver Supervisor
Municipal Service Worker Trainee	Water Meter Technician I and II
Museum Guard	Water Pipefitter
Park Supervisor	Water Supervisor
Pest Control Supervisor	

The parties agree that they will periodically review the job classifications and, if appropriate, file a joint petition to Public Employees Relation Commission (PERC) to determine which positions should be in or out of the bargaining unit.

**Section 1.3 Communications.**

- a) All official union communications from the City shall be sent to the Union's designated address, telephone or email. An official AFSCME letter will be provided by AFSCME to notify the City of these designations.
- b) All official City communications from the Union shall be sent to the City Manager's designee for Labor Relations.

**Section 1.4 Rights of Individuals.**

- a) A union member shall be entitled to Union representation in accordance with the provisions of this Contract at each and every step of the grievance procedure set forth in this Contract.
- b) All references to "employees" in this Contract shall mean both sexes, and where the male gender is used, it shall be construed to include male and female employees. The City agrees not to interfere with the rights of employees to become members of the Union and the Union agrees not to interfere with the rights of employees to refrain from becoming Union members. There shall be no discrimination, interference, restraint, or coercion by the City against any employee because of Union membership or Union activity. There shall be no discrimination, interference, restraint, coercion by the Union against any employee because of non-union membership.
- c) No mechanical recording devices of any kind shall be used in discussions between department heads, division heads, or supervisors and employees unless the parties mutually agree otherwise. It is specifically understood that this subsection shall not in any way apply to any City board.
- d) During an entrance interview, no prospective new employee who would be covered by this Agreement shall be questioned concerning his/her feelings, pro or con, toward the Union.
- e) Upon reasonable request, an employee or his/her Union representative designated in writing shall have the right to review his/her personnel file maintained by the Human Resources Department (or by the Division) in the presence of an appropriate representative of the Human Resources Department or Division Management. Employees shall be provided with a copy of any documents placed in his/her personnel file which adversely reflect on an employee's work performance. If requested by the employees, his/her supervisor will discuss the documents with him/her. The employee shall be allowed to place in his/her personnel file a response of reasonable length to anything contained therein which the employee deems to be adverse. It is specifically understood, that this provision shall not in any way alter or modify the Personnel Rules concerning tests or examinations and the period of time which an employee has to review tests or examinations which he/she has taken.
- f) Nothing contained in this Contract shall abridge the rights of individual employees or the employer under Florida law.
- g) Upon request, Human Resources will provide to the Union President a monthly list of new hires in bargaining unit positions.

**ARTICLE 2**  
**DEDUCTION OF UNION DUES**

**Section 2.1 Check off.** Upon receipt of a lawfully executed written authorization from an employee, which is presented to the City by an official designated by the Union in writing, the City agrees during the term of this Contract to deduct the uniform biweekly Union dues of such employees from their pay and remit such deductions to Council 79 Business Manager (provided address agreed) together with a list of the employees from whom deductions were made; provided, however, that such authorization is revocable at the employee's will upon thirty (30) days written notice to the City and the Union. The Union will notify the City thirty (30) days prior to any change in its dues structure.

The Union shall pay, during the term of this Agreement the amount of one hundred dollars (\$100.00) annually as a service charge for implementing and processing the above stated dues deductions. The Union shall make the payment on or before April 1 of each year of the Agreement.

**Section 2.2 Indemnification.** The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provision of this Article.

**ARTICLE 3**  
**EQUAL EMPLOYMENT OPPORTUNITY**

**Section 3.1 No Discrimination.** In accordance with applicable Federal and State law, the City and the Union agree not to discriminate against any employee as defined in federal, state, and municipal ordinances.

Nothing contained herein shall serve as a barrier for the implementation by the City of any such personnel actions as deemed necessary to comply with the Americans With Disabilities Act.

The development of job specifications that delineate those duties that are the required, essential tasks of each job for the purpose of the Americans With Disabilities Act (ADA), shall not be considered discriminatory or be grievable under the terms of this Contract.

This section does not preclude any bargaining unit employee from pursuing any appeal he/she may have under the Civil Rights Act.

**Section 3.2 Affirmative Action.** The parties acknowledge the existence of Federal Guidelines on voluntary affirmative action programs and the City is committed to the development of an Affirmative Action Plan in accordance with those guidelines and law. The Union will be provided with an opportunity to participate in the development of the Plan, and will thereafter assist the City in achieving any lawful goals set forth in the Plan.

**Section 3.3 Examinations.** The City is committed to the utilization of fair, job-related examinations and fairly administering such examinations, however, the subject matter and/or administration of these examinations shall be subject to the grievance procedure up to Step III of the grievance procedure of this Contract, however, questions or complaints concerning examinations may be brought directly to the City Manager's designee for Human Resources.

**ARTICLE 4**  
**GRIEVANCE PROCEDURE**

**Section 4.1 Definition of Grievance and Time Limit for Filing.** A grievance is a dispute involving the interpretation and application of the express terms of this Contract, excluding matters not covered by this Contract. The Union acknowledges that the Personnel Board retains the right to make, enforce, amend, and apply the Personnel Rules and Regulations, and that neither the City, the Union, nor an arbitrator can control the Personnel Board's exercise of this right. No grievance shall be entertained or processed unless it is submitted within ten (10) working days after the occurrence of the event giving rise to the grievance or within ten (10) working days after the employee, through the use of reasonable diligence, should have obtained knowledge of the occurrence of the event giving rise to the grievance.

**Section 4.2 Grievance Procedure.** Grievances shall be processed, individually, as follows:

**STEP 1:** Any employee who has a grievance (or a steward on the employee's behalf) shall submit the grievance, on the Grievance Form as provided by the City, to the supervisor designated for this purpose by the City, and if the employee wishes, he/she shall be accompanied by his/her Union Steward.

If no settlement is reached, the supervisor shall give the City's written answer within five (5) working days after such presentation. The Election of Remedy Form as agreed herein shall be completed and submitted with the Step 1 grievance.

**STEP 2:** If the grievance is not settled in Step 1 and the employee wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the Department Head within three (3) working days after the Supervisor's answer in Step 1 and shall be signed by the employee and/or the Union Steward. The Department Head, or his/her Representative, shall discuss the grievance within three (3) working days with the Union Steward at a time mutually agreeable to the parties.

If no settlement is reached, the Department Head, or his/her Representative, shall give the City's written answer to the Union within three (3) working days following their meeting. Grievances processed without the completed, signed Election of Remedy Form attached will be considered as withdrawn, and will be returned to the Union President or the Grievant(s).

**STEP 3:** If the grievance is not settled in Step 2 and the Union and/or the employee desires to appeal, the Union President or his/her designated Representative and/or the employee shall appeal in writing to the City Manager's designee for Labor Relations, within three (3) working days after the designated Department Head's answer in Step 2. A meeting between the City Manager's designee for Labor Relations, and the Union Grievance Committee, not to exceed five (5) employees (and/or the employee) shall be held at a time mutually agreeable to the parties.

If no settlement or a settlement is reached, the City Manager's designee for Labor Relations shall give the City's written answer to the Union and the employee within five (5) working days following the meeting.

The Union President or the Chief Steward and the appropriate Department Head may mutually agree in writing that the first two steps of the grievance procedure set forth above may be bypassed if the circumstances warrant it.

The City and the Union hereby agree that this procedure and the arbitration procedure set forth in Section 4.3 shall be the sole and exclusive method for interpreting and enforcing this Agreement, except in matters over which the City's Personnel Board or Hearing Examiner has jurisdiction (See Section 4.6). Except as otherwise provided herein, the Union shall have the exclusive right to represent all employees and to control the submission of grievances to arbitration. In accordance with its obligation to fairly represent employees, the Union shall be authorized to withdraw, abandon or settle any grievance at any time.

**Section 4.3 Binding Arbitration.** If the grievance is not resolved in Step 3 of the grievance procedure, the Union, on behalf of the employee(s) who filed the grievance, may refer the grievance to binding arbitration within five (5) working days after receipt of the City's answer in Step 3. The parties shall attempt to agree upon an arbitrator within ten (10) working days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said ten (10) workday period, either or both parties may request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Both the City and the Union shall have the right to strike two names from the panel. The parties shall alternately strike one name at a time. The remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection within five (5) working days by a joint letter from the parties requesting that he/she advise the parties of his/her availability for a hearing.

**Section 4.4 Authority of Arbitrator.** The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this Contract. He/She shall consider and decide only the specific issue submitted to him/her in writing by the parties, and shall have no authority to make a decision on any other issue not so submitted to him/her. The arbitrator shall submit in writing his/her decision within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, provided that the parties may mutually agree in writing to extend said limitation. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Contract to the facts of the grievance presented. Consistent with this section, the decision of the arbitrator shall be final and binding.

**Section 4.5 Expenses of Arbitration.** The fee and expenses of the arbitrator shall be paid by the party not prevailing in the decision of the arbitrator. If only one party wishes a written transcript, it shall be the party's sole financial responsibility. If both parties wish the transcript, they shall split the cost. Each party shall be responsible for compensating its own representative and witnesses.

**Section 4.6 Election of Remedies.** Disciplinary actions may be grieved under the grievance/arbitration provisions contained in this Article or to a Hearing Examiner, who shall be selected by utilizing the procedures outlined in Section 4.3 of this Article. Disciplinary actions that may be appealed through the Hearing Examiner process include only removals, suspensions or demotions. A grievance involving the interpretation or application of this Agreement may be grieved solely under the grievance/arbitration provisions contained in this Article. Grievances regarding certain non-disciplinary matters, such as disagreements as to the waiving or application of changes to personnel rules or other work rules or policies may be filed via the Personnel Board procedures. The decision of the hearing officer shall be final and binding. The cost of a Hearing Officer shall be paid by the City. Any proceedings before the Hearing Examiner shall be conducted pursuant to the attached Hearing Examiner Rules.

**Section 4.7 Grievances Involving Discipline.** Discipline shall only be for cause but shall not include informal counseling or oral reprimands that are not written up and placed in the employee's Personnel file. Written reprimands, suspensions, and dismissals shall be considered discipline. Any employee who has completed the working test period (probationary period) and who is disciplined may file a grievance concerning same. Grievances involving disciplinary actions, may be filed at Step II of the grievance process as set forth in Section 4.2 or, if applicable, through the Hearing Examiner process as stated in Section 4.6. Written reprimands may only be grieved through Step III of this procedure. The City will review and consider the length of time of previous reprimands as part of the progressive discipline process.



**Section 4.8 Union Stewards.** Union Stewards shall be designated by the Union. The Union shall be entitled to 18 Stewards distributed as follows:

Sanitation	3
Parks Maintenance	2*
Fleet Management	2*
Water/Sewer	2
Streets and Streetlights	1
Property Management	1
Recreation & Parks Department & Bass Museum	4
Parking Department	1
Chief Steward (Police Department)	1
Fire Support	1

\* Each at a different location.

The Chief Steward (or President) shall have the right to function in the absence of any designated Steward. The Union shall certify in writing to the City the names of the Stewards in each of the foregoing areas who shall be employed in said area. Stewards shall be permitted during working hours without loss of pay, to investigate, discuss and process grievances in their respective areas; provided the following conditions are met: (1) They first secure the permission of the Supervisor designated by the City for this purpose (such permission shall not be unreasonably denied); (2) The Supervisor shall be notified 24 hours prior to investigating, discussing, and processing grievances on City time (shorter notice may be given to the Supervisor in the case of an urgent matter); and (3) The Union Steward or Representative will report his/her return to work to the immediate Supervisor upon conclusion of the use of time for grievance under this section.

**Section 4.9 Grievance Meetings.** Grievance meetings shall be held at mutually agreed to times and places. Where practicable, the parties should schedule such meetings during working hours.

**Section 4.10 Union Representation.** The Union, in accordance with Chapter 447.401, Florida Statutes, shall not be required to process grievances for employees who are not members of the Union. The Union will, however, be notified of the filing of all grievances and shall have a right to be present at any scheduled meetings or hearings held pursuant to Section 4.2 (Grievance Procedure). In addition, the union shall be notified of all proposed grievance settlement with any bargaining unit member in writing prior to the final disposition of a settlement agreement.

The City shall notify the Union of all grievances filed by bargaining unit members, scheduled meetings, and hearings at Step III of the grievance process pursuant to Section 4.2. In addition, the Union shall be notified of all proposed grievance settlements with any bargaining unit member in writing prior to final disposition of a settlement agreement.

**Section 4.11 Union Time Bank.**

The City agrees to provide a time bank of 1040 hours per year to be used by the Union President and his or her designee to conduct union business. No more than two (2) of the designated union representatives may use time from the union time bank at the same time. The President or designated union representative shall provide a minimum of twenty-four (24) hours' notice to the appropriate Department or Division Director or designee for any leave to be granted. If the union time bank is exhausted prior to the start of the next contract year, no more paid time off to conduct union business on City time shall be requested, paid or approved, unless done with employees' individual leave balances from leave other than Sick Leave.

**Section 4.12 Employee Rights During Meetings or Interviews.**

- a) An employee shall be entitled to request Union representation at all meetings where the representative of the City intends to seek or gain information from the employee, which may become a part of the written disciplinary record or may result in a written warning/reprimand of the employee.
- b) The employee shall be informed of the nature of the meeting, the alleged conduct, and if requested, be given a reasonable period of time prior to the meeting to contact and consult with the Union. Nothing contained herein shall preclude an employee from legal representation in the event of a criminal investigation.
- c) All meetings will be held in the City at a reasonable hour during the employee's shift or contiguous to the shift on the clock, unless an emergency or serious condition prevents such action.

**ARTICLE 5**  
**NO STRIKE AND NO LOCKOUT**

**Section 5.1 No Strike.** The parties hereby recognize the provisions of Chapter 447, Florida Statutes, which define strikes, prohibit strikes, and establish penalties in the case of a strike and incorporate those statutory provisions herein by reference. The parties further agree that the City shall have the right to discharge or otherwise discipline any employee(s) who engage(s) in any activity defined in Section 447.203(6) of the Florida Statutes.

**Section 5.2 No Lockout.** The City will not lockout any employees during the term of this Contract as a result of a labor dispute with the Union.

**ARTICLE 6**  
**MANAGEMENT RIGHTS**

It is recognized that except as stated herein, it is the right of the City to determine unilaterally the purpose of each of its constituent agencies, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations. The Union recognizes the sole and exclusive rights, powers, and authorities of the City further include but are not limited to the following: to direct and manage employees of the City; to hire, promote, transfer, schedule, assign, and retain employees; to suspend, demote, discharge or take other disciplinary action against employees for just cause; to relieve employees from duty because of lack of work, funds or other legitimate reasons; to maintain the efficiency of its operations, including the right to contract and subcontract existing and future work; to determine the duties to be included in job classifications and the numbers, types, and grades of positions or employees assigned to an organizational unit, department or project; to assign overtime and to determine the amount of overtime required; to control and regulate the use of all its equipment and property; to establish and require employees to observe all applicable rules and regulations; to conduct performance evaluations; and, to determine internal security practices; provided however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement. The Union, its officers, agents, and members agree that they will not interfere with Management in the performance of its duties. The City agrees that, prior to layoff of bargaining unit members, it will advise the Union.

If, in the sole discretion of the City, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the City Manager or his/her designee during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

Should an emergency arise, the Union President and Staff Representative shall be advised as soon as possible of the nature of the emergency. Nothing contained in this Agreement shall prohibit the implementation of personnel actions the City deems necessary to comply with the Americans With Disabilities Act (ADA).

**ARTICLE 7**  
**HOURS OF WORK AND OVERTIME**

**Section 7.1 Purpose.** This Article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

**Section 7.2 Normal Workday.** The normal workday shall consist of eight (8) or ten (10) consecutive hours of work, exclusive of the lunch period, in a twenty-four (24) hour period. Prior to any change in the normal workday of a group of employees, the City will discuss the proposed change with the Union.

**Section 7.3 Normal Workweek.** The normal workweek shall consist of forty (40) hours per week. The workweek shall begin with the employee's first regular shift each week. If the workweek is changed, the employee will normally be notified fourteen (14) calendar days prior to the effective date of change; provided that shorter notice may be given if circumstances do not permit the giving of fourteen (14) calendar days' notice; provided further that it may be changed upon shorter notice upon agreement by the Union. Agreement shall not be unreasonably denied. The implementation of this provision shall not be arbitrary and capricious.

**Section 7.4 Weekly Overtime.** For all hours worked in excess of forty (40) hours during an employee's workweek, the City will pay the employee at the applicable overtime rate.

Effective upon ratification of this Agreement, only actual hours worked shall be considered for the purposes of computing overtime. Paid leave, including but not limited to annual, holiday, sick, family and medical (FMLA), birthday, floating holiday, bereavement, compensatory and administrative leave shall not be considered as time worked for the purpose of computing overtime.

**Section 7.5 Distribution of Overtime Opportunity.** Opportunity to work overtime shall be distributed equally as practicable among employees in the same job classification in the same work section and area starting with the most senior employee, provided the employees are qualified to perform the specific overtime work required. Seniority for the purpose of this subsection only shall mean length of continuous service in the division in question. Overtime opportunities shall be accumulated on adequate records (which shall be available to the Union and employees with overtime rosters posted on divisional board and updated monthly) and offered overtime not worked shall be considered as worked in maintaining these records. If any employee establishes that he/she has not received his/her fair share of overtime opportunities, such employee shall have first preference to future overtime work until reasonable balance is recreated. Employees who have been recorded for overtime hours not worked

shall not be discriminated against with respect to future overtime opportunities or job assignments. Overtime worked shall be voluntary, whenever possible. On a particular job, an employee may be asked to complete work in progress during overtime when hazardous conditions are present.

The City agrees to discuss how overtime is distributed at labor/management meetings, that will include the respective Department Director, Division Director(s) and a representative from the Labor Relations Division. The agreement to meet and explore options is not a guarantee that changes will be made. Meetings shall be scheduled within thirty (30) days from date of ratification of this Agreement.

**Section 7.6 No Pyramiding.** Compensation shall not be more than once for the same hours.

**Section 7.7 Paid Leave as Time Worked for Purpose of Computing Overtime.** Effective upon ratification of this Agreement, in instances where the Public Works Director, or his designee, sends an employee home on administrative leave to rest after working twelve (12) additional hours or more, contiguous to the employee's regular shift, as a result of an operational emergency, such period of administrative leave shall be considered as time worked for the purposes of computing overtime.

**Section 7.8 Rest Periods.** Each employee shall be granted a fifteen (15) minute rest period with pay which will be scheduled whenever practicable approximately midpoint in the first one-half of the employee's regular work shift and in the second one-half of the shift.

**Section 7.9 Seventh Consecutive Day of Work.** For all hours worked on an employee's seventh consecutive workday within his/her workweek, the City shall pay two (2) times the employee's straight time hourly rate of pay, provided the employee has worked his/her full shift on each of the six (6) preceding workdays; provided that paid leave will not be considered as time worked for the purpose of this Section. This provision shall not be applicable if a substantial number of employees are scheduled to work seven (7) consecutive workdays because of an emergency such as a hurricane.

**Section 7.10 Shift Starting Time.** If the scheduled shift starting time of an employee is changed, the employee will normally be notified ten (10) days prior to the effective date of change; provided that shorter notice may be given if circumstances do not permit the giving of ten (10) days' notice.

**Section 7.11 Reporting Pay.** An employee who reports to work as scheduled will be guaranteed eight (8) hours of work or eight (8) hours of pay at the applicable rate; provided, however, if the employee does not perform the work assigned to him/her (within or below his/her classification) he/she shall not receive any pay for time not worked.

**Section 7.12 Call-In and Call-Back Pay.** An employee who is called to work outside of his/her normal hours of work will be guaranteed four (4) hours of work or four (4) hours of pay at the applicable rate; provided, however, if the employee does not perform the work assigned in his/her job classification he/she shall not receive any pay for the time not worked.

This provision shall not apply to an early call-in or early report which overlaps into the employee's regular shift. In such case, the early call-in or early report time will be compensated at the employee's regular rate of pay or at the rate of time and one-half the regular rate of pay if the total hours worked in the workweek exceed forty.

**Section 7.13 Work Schedule.** Work schedule shall normally show the employees' shifts, work days, and hours, and shall be posted when necessary on an appropriate bulletin board.

**Section 7.14 Standby.** Employees expressly assigned to standby status shall receive two (2) hours of straight time as a Standby bonus for each day of that assignment. Employees will not be paid both the Standby bonus and Call Back pay for the same day (i.e., if called in while on Standby status the employee will be paid only the Call Back pay). The Standby bonus is not considered hours worked for determining overtime. Standby shall be assigned in the City's sole discretion. Employees assigned to standby must respond to any call within ten (10) minutes and must be available to report to the work-site within thirty (30) minutes (or some other reasonable period of time as determined based upon the circumstances). Failure to meet these requirements (as may be modified in the City's sole discretion), or other requirements related to standby assignments that may be determined necessary by the City, shall result in forfeiture of the Standby bonus, and possible disciplinary action, based on the circumstances of each case.

**ARTICLE 8**  
**WAGES AND FRINGE BENEFITS**

**Section 8.1 Wages.** The City of Miami Beach classification and pay system will be utilized under this contract. This includes salary range changes, job audits, and market classification studies. This does not include cost-of-living increases. No change shall take place until the Union President or his/her designee concurs. No decision made within the context of this provision shall result in a lower grade, the removal of a job classification from the bargaining unit, nor shall said decision result in an exemption from FLSA overtime requirements.

Effective upon ratification of this Agreement, the 2009 Condrey & Associates Job Classification and Compensation Study, as adjusted in 2013 and further provided for by the April 1, 2014 Cost of Living Adjustment (COLA), will be implemented for all bargaining unit classifications, establishing the minimum base pay for all bargaining unit classifications in accordance with "Scale C" of the study, and the maximum base pay for all bargaining unit classifications in accordance with "Scale B" of the study.

Notwithstanding the above, employees whose current base pay is below the minimum of the pay range for their classification pursuant to "Scale C," shall have their current base pay increased to equal the minimum of the pay range for their classification pursuant to "Scale C." Those employees whose base pay, at time of ratification of this Agreement, is over the maximum of the pay range for their classification pursuant to "Scale B" of the study, shall be allowed to retain their current base pay. However, they shall be ineligible to receive future cost of living adjustments (COLAs) and/or merit increases until such time as their base pay is once again within the salary range of their classification.

No employee's base pay shall thereafter exceed, for any reason, the applicable maximum base pay for the pay range of the employee's classification, except as otherwise stated herein.

Attached as Exhibits "2A" and "2B" are the classification and compensation plan, as well as pay ranges, that will take effect upon ratification of this Agreement.

The City will conduct and complete a job classification audit of the Storekeeper III position in the Public Works Department.

No bargaining unit member who left the City's employment prior to the date of ratification of this Agreement by both parties will be eligible for any wages or benefits under this Agreement.



### **Cost of Living Adjustment (COLA)**

- a) Effective May 1, 2013, there shall be no across-the-board wage increase for any bargaining unit positions. Also, there shall be no increase on the minimums and maximums of each job classification pay range. (Exhibits "1A" and "1B")
- b) Effective April 1, 2014, there shall be an across-the-board wage increase of two percent (2%) for any bargaining unit member whose base pay does not exceed the maximum of the pay range for their classification, as determined by the 2009 Condrey & Associates Job Classification and Compensation Study ("Scale B"), including subsequent amendments. Also, effective April 1, 2014, the minimums and maximums of each job classification pay range will increase by two percent (2%). (Exhibit "1C")
- c) Effective April 1, 2015, there shall be an across-the-board wage increase of one percent (1%) for any bargaining unit member whose base pay does not exceed the maximum of the pay range for their classification, as determined by the 2009 Condrey & Associates Job Classification and Compensation Study ("Scale B"), including subsequent amendments. Also, effective April 1, 2015, the minimums and maximums of each job classification pay range will increase by one percent (1%). (Exhibit "2C")

### **Merit Increase**

Within sixty (60) days of an employee's merit review date, the employee's Department shall complete a Performance Evaluation and forward it to Human Resources. The Evaluation shall be completed in accordance with the policy established by Human Resources. Failure to complete a Performance Evaluation within sixty (60) days will result in an automatic two percent (2%) salary increase.

Employees who receive a score of sixty (60) or above shall receive a two percent (2%) increase on their merit review date, provided that the employees' base pay shall not exceed the maximum of the pay range for their classification.

Employees who receive a score of less than sixty (60) shall not receive a merit increase.

If an employee's merit rating score does not qualify him/her for a merit increase, the employee may grieve the evaluation up to Step 3 under the provisions of this Agreement.

**Section 8.2 Shift Differential.** There shall be a shift differential of forty five cents (\$.45) per hour for work performed at the City's request on shifts beginning after 2:30 P.M. and at or before 11:00 P.M. There shall be a shift differential of fifty five cents (\$.55) per hour for work performed at the City's request on shifts beginning after 11:00 P.M. and before 6:00 A.M.

**Section 8.3 Holidays.** The following fourteen (14) days shall be considered holidays: New Year's Day, Dr. Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day following Thanksgiving, Christmas Day, three (3) floating holidays, and the Employee's Birthday. Employees shall become eligible for floating holidays and the Birthday Holiday upon completing six (6) months continuous service with the City.

**Section 8.4 Holiday Pay.** Effective upon ratification of this Agreement, employees shall receive eight (8) or ten (10) hours pay, whichever is applicable based on the employee's regularly assigned work shift, at the employee's regular rate of pay for holidays not worked.

To be eligible for holiday pay, an employee must report for scheduled work on the holiday, on the last scheduled day preceding the holiday, and the first scheduled day following the holiday unless such absences are excused. Excused absences are defined as:

- 1) an absence due to serious illness or injury;
- 2) approved annual leave;
- 3) floating holiday;
- 4) birthday.

For work on a holiday falling on an employee's regularly scheduled work day, he/she shall be paid for the number of hours actually worked at his/her regular or overtime rate, whichever is applicable, plus eight (8) or ten (10) hours holiday pay, depending on the number of hours in the employee's regularly assigned work shift, at the regular rate of pay.

Should an employee be required to work on a holiday falling on his/her day off, he/she shall be paid for the number of hours actually worked at his/her regular or overtime rate, whichever is applicable, plus eight (8) or ten (10) hours holiday pay, depending on the number of hours in the employee's regularly assigned work shift, at the regular rate of pay.

Only actual hours worked shall be considered for the purposes of computing overtime. Paid leave, including but not limited to annual, holiday, sick, family and medical (FMLA), birthday, floating holiday, bereavement, compensatory and administrative leave shall not be considered as time worked for the purpose of computing overtime.

**Section 8.5 Rate of Pay When Working Out of Classification.** An employee may be required to temporarily work out of his/her classification when directed by management. Temporarily is defined as an employee who is clearly and definitely performing the principal duties in a higher pay classification for more than one hour per day, and they shall not exceed 580 hours in a 12-month period, and shall be paid as follows, except at the sole discretion of the Human Resources Director, he/she may waive the 580 hour cap if in his/her judgment, it will best serve the needs of the City service:

- a) Out of class pay shall be distributed as equally as practicable among employees in the same job classification in the same work section.
- b) If he/she is temporarily working in a lower classification, he/she shall receive his/her hourly rate in his/her regular classification. Employees will not be assigned to lower classification work as punishment or to demean the employee.
- c) If he/she is temporarily working for one or more consecutive hours in a higher paying classification, he/she shall be paid an hourly rate of one dollar (\$1.00) per hour to be added to the employee's straight-time rate of pay.

Employees being trained with on-site supervisory assistance in a bona-fide training program for a higher paying classification will be paid their current rate in their regular classification during such training time.

**Section 8.6 Uniforms.** The City will provide uniforms to bargaining unit employees who are required to wear them. The composition of the uniform shall be determined after consultation with the Union. The Uniforms issued shall be chosen based on considerations of employee safety and comfort, as well as cost. Issued uniforms will be replaced by the Department upon presentation of worn or damaged uniform items by the employee no less than once per year. Each Department Director shall provide necessary safety/foul weather gear, as appropriate.

The vendors will deliver the uniforms in the month of April of each year for the term of this Contract.

All employees shall receive six uniforms.

Six pants or shorts (if appropriate)

Six shirts

Six T-Shirts

One Uniform Jacket (one jacket during the term of the contract)

**Sponsorship:** In the event that the City enters into an agreement with any outside sponsor concerning uniforms that may be issued to any employee(s) (but not necessarily all employees) who are in the

AFSCME bargaining unit, the Union agrees that these sponsored uniforms may be issued to satisfy the contractual uniform obligations. The Union agrees that no additional contract obligations concerning uniforms are hereby created, and that such sponsored uniforms may be discontinued at any time by the City. The issuance and/or discontinuance of any such uniforms pursuant to such a sponsorship arrangement shall not be subject to any grievance or appeal process.

**Section 8.7 Safety Shoes.** Employees in the following job classifications will be required to wear safety shoes during all working hours. Effective October of each year a safety shoe certificate will be provided to those employees in the following job classifications for the purchase of safety shoes meeting ASTM F2413-05 Federal Safety Standards.

Those employees in the following classifications will make his/her safety shoe selection from a predetermined list of safety shoes, which will be developed by the Shoe Safety Committee comprised of two (2) Union representatives and two (2) Management representatives.

Assistant Pumping Mechanic	Pumping Mechanic
Diesel Generator Mechanic	Recreation Leader I and II*
Building Services Technician	Recreation Program Supervisor*
Building Supervisor	Sewer Supervisor
Concession Attendant*	Sewer Pipe Fitter
Control Room Operator	Sign Maker
Central Services Technician	Street Supervisor
Fire Equipment Mechanic	Street Lighting Technician I and II
Fleet Service Representative	Stores Clerk
Heavy Equipment Operator I and II	Storekeeper I, II and III
Ice Rink Technician	Storekeeper/Mechanic
Irrigation Systems Supervisor	Tree Trimmer
Mechanic I, II and III	Water Meter Technician I and II
Municipal Service Worker I, II and III	Waste Collector
Municipal Service Worker Trainee	Waste Driver Supervisor
Park Supervisor	Water Pipe Fitter
Pest Control Supervisor	Water Supervisor

\*Effective upon ratification of this Agreement, the Concession Attendant, Recreation Leader I & II and Recreation Program Supervisor classifications shall be added to the list of classifications eligible to receive shoe certificates.

Employees receiving the safety shoe certificate will be required to purchase and wear the safety shoes during all working hours unless medically prohibited by workers compensation or primary physician, and will be subject to up to the loss of a day's pay for each day that the employee reports to work and fails to wear the required safety shoes. Action taken against the employee under this Section shall not be appealable to the Hearing Examiner or grieveable under this Agreement. The City Manager's designee for Labor Relations shall review any questions on the interpretation of this paragraph.

When, due to extreme wear and tear or accidental destruction, a replacement pair of safety shoes is required, the City will grant an additional shoe certificate.

**Section 8.8 Vacation Benefits.** Consistent with applicable ordinances, the vacation benefits presently enjoyed by the employees covered by this Contract shall continue for the term of this Contract.

**Section 8.9 Meal Allowance.** An employee who works three (3) consecutive hours or more of pre-shift or post-shift overtime shall be paid \$7.00 unless meals are provided by the City. Employees shall receive compensation within three (3) months.

In the event employees are supplied with a meal while working the overtime hours, the meal allowance, as provided under this Section, shall cease.

**Section 8.10 Jury and Witness Duty.** The City shall permit employees to keep either payments received from courts of competent jurisdiction for being on jury duty or in the alternative his/her standard rate of pay, plus reimbursement of court parking expenses, upon presentation of a receipt for such expenditure.

For each day an employee is called to jury duty, he/she shall be excused from work for such time as is necessary to complete jury duty service. If three (3) or more hours are left in the employee's work shift upon release from jury duty, the employee shall immediately contact his/her immediate supervisor for instruction regarding his/her return to work.

An employee subpoenaed as a witness (not a defendant) for a matter which has arisen in the employee's performance of duties, shall be granted temporary leave of duty with pay equal to the difference between the employee's regular rate of pay and any witness fees received.

An employee who is a defendant in a matter which has arisen in the employee's performance of duties and who is adjudged not guilty or not liable will be reimbursed for work time lost by reason of time spent in court.

**Section 8.11 Tool Allowance.** Effective January 1, 2013, employees in the Mechanic II, Mechanic III, and Fire Equipment Mechanic job classifications shall receive a tool allowance of forty dollars (\$40.00) per pay period; employees in the Mechanic I and Storekeeper/Mechanic job classifications who regularly are required to use their own personal tools as part of their job duties, shall receive a tool allowance of Ten Dollars (\$10.00) per pay period. As a condition precedent to being eligible to receive the tool allowance outlined herein, the following will apply:

Management will produce a detailed list of tools that the tool allowance recipient must have in his/her on site tool box inventory. Further, such tool inventory shall not include tools manufactured by companies that do not offer a 100% tool replacement warranty policy, except for those drill motors or electronic tools that may have less than a 100% warranty. In the limited exception for electric drill motors or electronic tools, all such electric drill motors or electronic tools shall be of professional, industrial grade, manufactured by known quality vendors.

Those employees who do not have all the required tools on the tool inventory shall not receive the tool allowance. Should the individual wish to be re-considered for the tool allowance, he/she may purchase the missing inventory tools and then re-apply for the tool allowance the following month.

Failure to complete the tool purchase within two (2) weeks will be cause for the employee to be eliminated from consideration for receipt of the appropriate tool allowance. Future compliance with the tool inventory will allow the employees in those classifications as outlined above to be eligible to receive the appropriate tool allowance.

Each employee will submit to Management a complete inventory of the tools which they maintain at their job site for working on City vehicles, annually. One (1) hour of time to prepare the annual inventory of tools shall be done on City time once a year.

Each employee shall make his tools available to Management staff for an inventory and/or safety check upon reasonable notice.

**Section 8.12 Bereavement.** In case of death in the immediate family of an employee, time off with straight-time pay will be allowed of two (2) scheduled work days off per death and four (4) scheduled work days off per death if the funeral is held outside the State of Florida. The immediate family shall be defined as father, mother, husband, wife, sister, brother, son, daughter, grandchild, grandfather, grandmother, mother-in-law, father-in-law, stepfather, stepmother, stepson, stepdaughter, or domestic partner as defined in the Domestic Partner Ordinance. Additional time off may be granted by the Department Head, in writing, chargeable to the employee's accrued sick or vacation leave. In such circumstances such additional sick leave shall not count against an employee for purposes of performance evaluations.

**Section 8.13 Pay Periods.** Pay day shall normally be every other Friday. In the event such a Friday is a holiday or scheduled day off, the City shall attempt to pay on the preceding day.

**Section 8.14 Injury Service Connected.** An employee who is absent from duty because of injury which the City Manager or his/her designee determines is the direct result of the employee's performance of duties on behalf of the City, shall continue to receive pay during such absence in accordance with applicable City ordinances. Such pay may continue for a period of time not to exceed sixteen (16) weeks unless extended by the City Manager or his/her designee with the approval of the City Commission. Pay during the period of such absence will be computed as follows:

Employees who are entitled to pay because of injury service-connected, will be paid an amount which is equal to the difference between their normal City pay and the amount of compensation payable under the provisions of the Worker's Compensation Law of the State of Florida. A normal day's pay shall be 1/10 of the biweekly rate of pay.

**Section 8.15 Certificates.** If an employee is required by law for the performance of his/her work, to obtain a certificate for the spraying of insecticides, or a pumping station operator certificate, or a certificate to handle chlorine, the City shall pay the fee for such certificate. The Labor-Management Committee shall discuss whether higher pay ranges may be appropriate where certificates are required.

**Section 8.16 Pay for Hazard Duty.** Effective November 1, 2001, employees working hazard duty will be paid \$1.00 an hour for time actually spent in these activities. Hazard duty applies to the following activities:

- a) Spraying hazardous chemicals (the definition of "hazardous" shall be consistent with the current definition as of ratification)
- b) Diving with scuba gear
- c) Working in trenches five (5) feet or greater

- d) Working in raw sewage
- e) Working forty (40) feet or higher on aerial lift operations
- f) Boat Operator
- g) Hazardous chemical application as defined by MSDS
- h) Fuel Truck Operator

**Section 8.17 Changes in Benefits.** The City acknowledges its obligation under state law to notify the Union of any change in a benefit contemplated by the City and permit the Union to bargain over such a change, to the extent that state law requires such bargaining.

**Section 8.18 Pension, DROP & Retiree Health.** The Miami Beach Employees' Retirement Plan (MBERP) is the pension plan for bargaining unit members, except for those employees who previously elected to remain in the 401-A retirement program (in lieu of participating in the City's pension plan). The current benefits and member contributions provided by the MBERP shall remain in effect for the term of this Agreement, except as follows:

1. For employees hired prior to April 30, 1993 who participate in the MBERP, the employee pension contribution shall increase by 2% of earnings, from 10% to 12% of earnings, effective upon ratification of this Agreement. For employees hired on or after April 30, 1993 who participate in the MBERP, the employee pension contribution shall increase by 2% of earnings, from 8% to 10% of earnings, effective upon ratification of this Agreement. The additional two percent (2%) pension contribution shall cease for bargaining unit members, if and when the actuary for MBERP confirms that the City's annual required contribution to the plan is twenty-three and one-half percent (23.5%) of pensionable payroll or less.
2. Effective one (1) year from date of ratification of this Agreement, the option to purchase up to two (2) years of prior creditable service shall be eliminated for all employees covered by this Agreement.
3. Effective upon ratification of this Agreement, all current and future employees participating in the DROP shall be entitled to participate in the DROP for a maximum period not to exceed sixty (60) months in total. Any employee who previously executed a form entitling him or her to enter the DROP for a period of less than sixty (60) months in total shall be given a one-time irrevocable election, within thirty (30) calendar days from the effective date of the conforming City ordinance amending the DROP period as set forth herein, to execute a new form extending his or her DROP period for up to sixty (60) months in total.



Notwithstanding the foregoing, nothing herein shall preclude an employee who is presently participating in the DROP from their continued active employment and termination of employment in accordance with their original DROP separation date.

The parties agree that any bargaining unit member who previously elected to participate in the 401-A retirement program (in lieu of participating in the City's pension plan) shall be required to work at least ten (10) years before becoming eligible for any retiree health benefits from the City.

Any bargaining unit member who is eligible for retiree health benefits from the City must make a one-time irrevocable election to continue receipt of health benefits via the City's plan at the time that the employee terminates City employment. The parties also agree that if a member initially elects to continue under City health insurance, but thereafter discontinues or is discontinued from such coverage, then the retiree may resume coverage only at their own expense, without any employer contribution whatsoever.

Employees hired on or after September 6, 2006, will be entitled to a City contribution against the cost of continued health insurance coverage in the City's health insurance plan after retirement (or separation) from City employment, as set forth in this section. Any employee hired on or after September 6, 2006, who then remains employed until reaching eligibility for normal retirement, and who elects to continue insurance coverage under the City's health plan, shall upon receipt of normal retirement benefits also receive an additional separate supplemental monthly stipend payment in the initial amount of \$10.00 per year of credited service, up to a maximum of \$250.00 per month until age 65, and \$5.00 per year of credited service up to a maximum of \$125.00 per month thereafter. There shall be no other City contribution toward the cost of continued health insurance coverage for such employees and this benefit shall be paid only during the life of the retiree.

**Section 8.19 Training and Training Programs.** The City and the Union agree that the training and development of employees within the bargaining unit is mutually beneficial. The Union will be kept informed of all training programs. The Union may make recommendations to the City relative to the training of employees within the bargaining unit. The City will consider recommendations and improvements submitted by the Union. The parties agree to meet at the request of either party for the purpose of exchanging information concerning the overall training of employees within the bargaining unit.

### **Section 8.20 Skill Pay Supplement.**

Effective January 1, 2013, the Skill Pay Supplement is as follows:

<u>Automobile Technicians/Medium/Heavy Truck Technicians</u>	
3 to 5 Certifications	\$55.00/month
6 to 7 Certifications	\$95.00/month
"Master" Auto Technician or Medium/Heavy Truck Technician	\$135.00/month
<u>Fire Mechanics</u>	
Level 1 Fire/Ambulance	\$65.00/month
Level 2 Fire/Ambulance	\$105.00/month
EVT Master Fire/Ambulance	\$145.00/month
<u>Natural Gas ASE Certification</u>	
	\$35.00/month
<u>Parts Specialist</u>	
3 of 3 Certifications	\$55.00/month

Note: The maximum Skill Pay Supplement Benefit is \$200.00/month

### **Section 8.21 Health Insurance.**

- a) The City shall offer medical, dental, and life insurance benefit plans to full-time bargaining unit employees and their legal dependents during the term of this Agreement. The City will continue to pay at least fifty percent (50%) of the premium cost for eligible employees. The City will continue to offer alternative plans as options for employees. The City may change insurance carriers and/or the scope and level of benefits in any plan. The City also may change the percentage of premium cost paid by the City (i.e., provided that it remains at least 50%) from year to year for any one or more of the optional plans available, depending upon the scope and level of benefits available in each of the optional plans.
- b) The City agrees that it will not change the level of benefits during the term of this Agreement without first consulting with the Group Insurance Board, or a labor-management advisory committee created as a substitute for such Board. A bargaining unit employee may serve on this Board/committee for as long as bargaining unit employees participate, exclusively, in the City's group health insurance plan. In the event that the City materially reduces the scope and level of benefits in the current base (PPO or HMO) plan then the Union may request post-implementation impact bargaining. The Union waives impact bargaining over any changes to any optional plan.

- c) Employees in the bargaining unit shall be eligible to participate in the City's flexible and voluntary benefits plans, which may be modified by the City from time to time. The flexible and voluntary benefits plans shall be administered by the City.

**Section 8.22 Essential Personnel (Hurricane Pay).** When the City declares an emergency due to a named hurricane and other events and non-essential personnel employees are advised to stay home with pay and essential personnel employees are ordered to work, essential personnel employees shall be paid at the rate of one and one-half of their straight hourly wages for all hours worked for up to three (3) days.

**Section 8.23 Landfall Team.** Bargaining Unit employees designated to be part of the Landfall Team (designated Landfall Team Members) shall be on a voluntary basis only starting with the most senior person in the same division. There will be a list published by May 1st of each year, according to seniority (updated monthly and/or accordingly). Designated Landfall Team Members shall be compensated at a pay rate of one and one-half of the employee's hourly rate of pay for all hours worked up to three (3) consecutive days. Designated Landfall Team Members shall only qualify for the pay if the Landfall Team is activated by the City's Emergency Operations Center (EOC). Landfall Team Members who report to duty will be paid for the duration of the Landfall Team activation for actual hours worked. During a weather-related emergency event, if a designated Landfall Team Member fails to report for duty during their regularly scheduled shift, where non-designated employees are directed to stay home, said employee will be deemed non-essential and will be compensated "Administrative Hurricane Pay" for those hours that the employee had been regularly scheduled. Administrative Hurricane Pay is compensated at a rate equal to an employee's hourly rate of pay, and is not to be confused with Essential Personnel (Hurricane Pay) as denoted in Section 8.22. Should a designated Landfall Team Member work in excess of forty (40) hours during their regularly scheduled work-week, said employee will be compensated at a rate of time and one-half their regular hourly rate for those hours worked above forty (40) hours. The City and the Union agree that this compensation may or may not reflect the City's traditional payroll codes, however, the compensation on the employee's paystub will reflect the time and one-half rate for all hours worked in excess of forty (40) by the employee during their regularly scheduled workweek. Employees shall not receive pay for both Essential Personnel (Hurricane Pay) (as described in Section 8.22) and Landfall Team.

Designated Landfall Team Members shall be allowed up to four (4) hours to secure personal property prior to a weather-related emergency event. During the weather-related emergency event, the City shall provide designated Landfall Team Members with food, weather gear, and shelter rated to withstand a category five (5) storm. Designated Landfall Team Members shall be required to seek shelter when winds exceed 40 miles per hour.

The Landfall Team shall not erode the bargaining unit.

**ARTICLE 9**  
**SENIORITY**

**Section 9.1 Definition.** Seniority for purposes of application of this Agreement except as otherwise stated, is an employee's length of regular, full time continuous service with the City.

**Section 9.2 Layoffs.** When there is a reduction in force in any job classification (including those resulting from a consolidation or elimination), employees will be laid off in the following order, and such layoffs shall not have the effect of reducing the City's efforts to diversify the workforce:

- a) Employees in the affected classification who have not completed their working test period (probationary period) will be the first reduced.
- b) In the event of further reductions in force, employees will be reduced from the classification in accordance with their seniority and their ability to perform the work available. When two or more employees have equal skill, ability and qualifications, the employee(s) with the least seniority will be the first laid off.

A non-probationary employee reduced from a job-classification under (b) above may be transferred by the City to another position of equal rate, or failing such transfer, he/she may exercise seniority to replace the least senior employee in a lower rated job classification covered by this Contract where the employee has equal skill, ability, and qualifications to perform the work; provided that the replacing employee will be given an opportunity to become familiar with the work, receive basic instruction concerning the work, and orientation on the operation of equipment, if any.

**Section 9.3 Recalls.** When there is a recall, employees on layoff with seniority will be recalled in inverse order to their layoff, provided they are presently qualified to perform the work in the classification to which they are recalled. No new employees shall be hired into a classification from which employees have been laid off and remain on layoff status until such laid off employees are offered recall in accordance with Civil Service Rules, which shall govern for recall purposes. Employees shall not be transferred into or assigned to work out of class in a classification from which any employees have been laid off and remain on layoff status, except on a temporary basis not to exceed a total of ninety (90) calendar days in a six-month period.

**Section 9.4 Break in Seniority.** Seniority and the employment relationship shall be terminated when a non-probationary employee:

- a) quits voluntarily.
- b) is laid off for more than one (1) year, or the employee's length of service, whichever is greater, up to a maximum of two (2) years.
- c) is terminated for cause.

- d) retires or is retired.
- e) fails to return to work at the expiration of any approved leave of absence.
- f) fails to report to work within five (5) workdays after date of written notice of recall to work after a layoff given by the City by certified or registered mail and addressed to the employee at his/her last address appearing on the records of the City. It shall be the employee's responsibility to provide the City with his/her current address.
- g) an employee absent for a period of three (3) work days without notification of a valid reason to the management of his/her department, and who has no legitimate reason for not notifying the management of his/her department shall be considered as having resigned.

**Section 9.5 Seniority Lists.** Every six (6) months, the City shall post and/or provide for posting on the Bulletin Boards described in Article X, a seniority list showing the continuous service of each employee covered by this Contract and will also provide the Union with a list of new hires and terminations within the bargaining unit during the prior six (6) months. A copy of the seniority list shall be furnished to the Union. The seniority dates and rankings shall be deemed correct unless errors are brought to the attention of the City within thirty (30) days following any posting.

**Section 9.6 Union Officer Continuation of Duties.** Except as otherwise provided by law, the following Union officers, for the purpose of determining the order of layoff or transfer in lieu of layoff, shall have top seniority within the bargaining unit: President, Vice-President, Secretary-Treasurer, Recording Secretary and Chief Steward.

**Section 9.7 Promotions.** The term promotion as used in this Contract, means the advancement of an employee to a higher paying classification. Whenever a bargaining unit job opening occurs, other than a temporary opening, in any existing job classification or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted on all bulletin boards for two (2) weeks.

During this period, eligible and qualified employees who wish to apply for the open bargaining unit position or job after it has been announced, may do so. The application shall be in writing, and it shall be submitted to the Human Resources Department.

If there is more than one (1) employee who is qualified for promotion to a job classification in a work section for which no Civil Service examination is required by the Personnel Board, seniority shall be the determining factor where two (2) or more employees within the same work section have equal skill, ability, and qualifications.

**Section 9.8 Demotions.** The term demotion, as used in this Contract, means reassignment from a position in a higher classification to a position in a lower classification. Demotions may be made to avoid laying off employees, to provide employees with the opportunity to request changes to lower grades for personal convenience, disciplinary reasons, or when an employee is unable to perform satisfactorily the duties of his/her position.

**Section 9.9 Preference for Out-of-Class Assignments.** Employees who have been previously permanently classified with regular status in a higher rated classification and who have been displaced due to a layoff from that classification but remain in the same division, shall have a preference for any out-of-class assignments to that classification for as long as he/she has recall rights to that classification.

**Section 9.10 Shift Preference.** By August 1<sup>st</sup> of each year, the City will allow employees to file for shift preference (days off and start/end time). Shift Preference forms shall be filed eight (8) weeks prior to the October 1<sup>st</sup> effective start date of new shift assignments each year. The City shall make assignments to shifts using the Shift Preference forms for employees in the same job classification, within the same work section within a division. Assignments to shifts shall be based on seniority, skill, ability and past performance. If skill, ability and past performance among the persons seeking the reassignment are equal, seniority shall govern. In the event that management determines that granting the reassignment would provide unbalanced shifts or result in inexperienced persons or shifts without proper or sufficient supervision, then the shift preference shall not be granted. Shift preference forms will be valid for twelve (12) months from the filing date.

An employee who wishes to grieve the implementation of this provision of the contract may elect to bypass Steps 1 and Steps 2 of the Grievance Procedure.

If a vacancy occurs after the effective start date, previously filed shift preference forms will be used to assign a shift in a job classification which operates on more than one shift in a work section within a division. Assignments to shifts shall be based on seniority, skill, ability and past performance. If skill, ability and past performance among the persons seeking the reassignment is equal, seniority shall govern. In the event that management determines that granting the reassignment would provide unbalanced shifts or result in inexperienced persons or shifts without proper or sufficient supervision, then the shift preference shall not be granted.

**Section 9.11 Temporary Employees.** The City shall have the right to hire up to fifteen (15) temporary employees in any bargaining unit position. Such temporary employees shall be paid at the entry level step for the classification they fill. The City may exceed the cap on the number of temporary employees hired in any bargaining unit position by the number of unused temporary positions from any combination of other bargaining unit positions.

Such temporary employees so hired may not exceed one (1) year of employment. Further, temporary employees may not work in a classification wherein a permanent Civil Service employee is laid off.

The City recognizes the integrity of the certified bargaining unit and will not use the temporary appointment for the purpose of eroding the bargaining unit. Temporary employees will not be covered by Civil Service or this Agreement except as specified herein.

Temporary employees will not receive any pension or fringe benefits, and they shall serve at the will of the employer. Temporary employees may make application for bargaining unit jobs as permanent vacancies are filled.

**Section 9.12 Vacations and Emergencies.**

- a) When vacations are scheduled, permanent vacancies or shifts are filled, promotions are made to a position within the bargaining unit, seniority shall apply when all other factors are equal
- b) Seniority will not apply in an emergency situation



**ARTICLE 10**  
**GENERAL PROVISIONS**

**Section 10.1 Work Rules.** The City will provide the Union with a copy of any written work rules affecting employees covered by this Contract that are instituted or modified during the term of this Contract. The Union will be provided with an opportunity to discuss any change in a work rule, and its impact prior to implementation of the change. The current work rules will continue to be enforced, however, the Union will be provided with the opportunity to suggest changes or alternatives to the existing rules.

**Section 10.2 Clean-up Time.** When necessary at the end of the shift, employees shall be allowed up to fifteen (15) minutes clean-up time to include personal and work area cleanup time. Where facilities are provided, they shall be properly supplied.

**Section 10.3 Safety.**

- a) The City agrees to comply with all laws applicable to its operations concerning the health and safety of the employees covered by this Contract. Each employee covered by this Contract will be required to comply with all safety and health rules and regulations established by the City. Each employee shall be given a copy of any written safety rules. In case a claim of an imminent unsafe condition which poses an immediate threat of loss of life or bodily harm, a Union Safety Representative shall be entitled to present such complaints and/or claims to the supervisor of the area in question or to the City Manager's designee. The City shall hold two (2) safety meetings per year in the departments for all employees to further safety on the job.
- b) When weather and operational conditions permit, employees may be permitted to ride on the rear of work vehicles provided such transportation is safe and the employees are seated securely. Management has the right to eliminate such transportation if, in the discretion of Management, such seating and/or transportation is unsafe. When weather conditions are such that continual, heavy rain, severe lightning or heavy wind storms are occurring in the immediate work area, the employees will not ride in the back of an open vehicle.
- c) During continual, heavy rain (downpour) or severe lightning storms, employees will take shelter or they will be directed to other work or training, so as to not be exposed to the severe lightning or heavy rain storms.

**Section 10.4 Safety Glasses.** If an employee requires prescription glasses to perform work and the hazards of his/her job are such that special safety glasses are necessary to ensure safe working conditions, the City will provide them. Such requests shall be subject to the approval of Risk Management.

**Section 10.5 Safety Equipment.** The City will periodically issue certain safety equipment (including but not limited to a safety vest, a hard hat, safety glasses, hearing protection, chaps, shin guards, etc.) to each employee who must use such safety equipment while performing their duties as determined by the City's Risk Management Department. Safety equipment damaged through non-negligent use at work must be returned to the City for replacement at no charge. However, the employee will be charged for any additional safety equipment to replace lost, misplaced, mistreated, and/or stolen equipment. Employees who are issued safety equipment by the City must wear that safety equipment as part of their uniform during all working hours when such safety equipment is necessary, and will be subject to progressive discipline each time that the employee reports to work or a job site without the required safety equipment. Action taken against the employee under this Section shall be appealable up to Step 3 of the Grievance Procedure. The City Manager's designee for Labor Relations shall review any questions on the interpretation of this paragraph.

**Section 10.6 Emergency Medical Attention.** The City agrees to place first aid kits at various work locations throughout the City. Furthermore, when emergency medical attention is necessary on the job, the City will arrange for expeditious transportation of the employee to a medical treatment facility.

**Section 10.7 Transportation of Employees.** The City agrees that whenever employees must be transported from an assembly point to a work site or from one work site to another, during inclement weather, such as rain or cold, the means of transportation will be by an enclosed vehicle, wherever possible, except in extenuating circumstances.

**Section 10.8 Transfer.** Transfer requested by employees to positions in the same classification or pay range within the City's employ may be affected in accordance with the Personnel Rules. The City shall make reasonable efforts to find suitable work for employees who suffer a physical ailment, injury or disability.

**Section 10.9 Civic Duty.** Employees required to appear before a court of law or other public body on matters not related to their work, in which they are not personally involved (as plaintiff or defendant) and employees elected or appointed to any political or legislative position who request a leave of absence to perform their civic duty, shall be granted a leave of absence in accordance with the Personnel Rules.

**Section 10.10 Unpaid Leaves.** Leaves of absence for a limited period, not to exceed six (6) months, may be granted for any reasonable purpose in accordance with the Personnel Rules and such leaves may be extended or renewed at the employee's request and upon agreement by the City.

Leaves of absence for up to six (6) months shall be granted to accept appointment to office within the Union or employment within the Union.

**Section 10.11 Negotiation Pay.** Up to four (4) members of the Union's Negotiating Committee, during negotiations for a successor collective bargaining agreement, shall be paid for all time spent in negotiations which would otherwise have been time worked by the member of the Negotiating Committee. Negotiating time beyond the normal work hours or beyond an employee's scheduled workday or workweek shall not be considered as time worked for the City.

**Section 10.12 Contracting and Subcontracting.**

- a) When the City contemplates entering into a contract with an outside supplier or service agency to perform services presently being performed by the Bargaining Unit employees and such contract shall result in the lay-off of any bargaining unit employee, the City agrees that it will, upon written request, meet and discuss with the representatives of the Union the effect of such contract upon members of the Bargaining Unit.

If the City enters into such a Contract and, as a result thereof, an employee will be laid off, the City agrees to ask the Contractor to provide first consideration for such employee for any available work.

In the event that the employee is not employed by the Contractor, the City will offer such employee another available job with the City, if there is a budgeted vacancy and the employee affected by the subcontracting is qualified to perform. Questions of qualification to perform the job duties shall be decided in the sole discretion of the City Manager's designee for Human Resources.

If there are no jobs available, the Reduction in Force provision contained in this Agreement shall apply, provided that such laid-off employee shall be recalled to work before the City hires a new, permanent employee to perform the work of the classification held by the employee at the time of the layoff.

This recall right shall exist for up to the individual's total service time with the City, but not to exceed two (2) years after the date of the person's layoff date, but such recall right shall cease as of two (2) years after layoff, or if the employee does not return to work as scheduled if he/she is offered a recall notice prior to the two (2) years.

It shall be the responsibility of the laid-off employee to notify the Human Resources Department when technical skills, training, and experience have been enhanced during the lay-off period, which may allow the individual to apply for another bargaining unit job with the City.

Nothing in this Section will be construed to limit the Union's right to bargain concerning the identified impact or effects of subcontracting out or transferring upon Bargaining Unit members.

- b) At least thirty (30) days prior to making a decision to subcontract or contract out a function being performed by bargaining unit employees, management will notify the bargaining unit. If the bargaining unit so request in writing within 10 days of notification, management shall convene a Labor Management conference conducted by the Human Resources Department to discuss.

**Section 10.13 Sick and Vacation Leave Accrual and Maximum Payment on Termination.** The present policy concerning sick leave, including the policy for payment of accrued sick and vacation time combined, up to a maximum of one year's salary, upon termination, retirement, or death, shall continue for all employees hired before October 1, 1978.

The annual and sick leave accrual rate is subject to the City of Miami Beach Classified Employees' Leave Ordinance.

Regular full-time employees with less than ten (10) years of service shall accrue 96 hours of annual leave and 96 hours of sick leave, prorated bi-weekly, each payroll year. A payroll year is defined as the first through the last pay period of each calendar year.

Regular employees with more than ten (10) but less than twenty (20) years of service shall accrue 136 hours of annual leave and 96 hours of sick leave, prorated bi-weekly, per payroll year upon completion of ten (10) years of employment.

Regular employees with more than twenty (20) years of service shall accrue 176 hours of annual leave per year and 96 hours of sick leave, prorated bi-weekly, per payroll year upon completion of twenty (20) years of employment.

All employees covered by the agreement shall, under applicable ordinances, rules and regulations shall be allowed to accumulate no more than 500 hours of vacation leave per payroll year. At time of termination, death, or retirement, all employees covered by this agreement shall be permitted a maximum payment of 620 hours vacation leave. In addition to vacation leave, all employees covered by the agreement shall be permitted a maximum payment at time of termination, death, or retirement of one-half (50%) of accumulated sick leave to a maximum of 600 hours of sick leave. All employees covered by the agreement shall be permitted to transfer sick leave in excess of 360 hours to vacation leave at the rate of two (2) days of sick leave to one (1) day vacation leave to be used in the pay period year when transferred.

The "must use" accrual on vacation leave from one payroll year to the next is 500 hours.

**Section 10.14 Perfect Attendance Bonus.** Employees who perform the full scope of their regularly assigned classification for each calendar year shall receive a lump sum bonus of \$300.00 (non-pensionable earnings) provided that they have not used sick leave, or been absent for any reason that was not authorized at least 48 hours in advance. An employee will also be allowed two (2) incidents of tardiness and one (1) emergency vacation. Employees out on ISC will not be eligible for the perfect attendance bonus.

**Section 10.15 Changes in Job Specifications and New Classifications.** Changes in existing specifications or the creation of new classifications shall be submitted for review and comment by the Union prior to implementation or submission to the Personnel Board.

**Section 10.16 Opportunity for Advancement.** To the extent that funds and personnel are available, the City is committed to facilitating the efforts of employees, through training, to increase their efficiency, broaden their knowledge, and become more effective in performing their duties in order to enhance their opportunity for promotion.

**Section 10.17 Union Conventions.** Up to a maximum of three (3) delegates of the Union will be permitted to annually use a pool of paid time-off, not to exceed a total of ten (10) working days in any one fiscal year, for the purpose of attending State and International conventions. The Union will provide the City with the name(s) of the delegate(s) selected to use the Convention time-off under this section and the Union must provide the dates and locations of any such conventions for which a leave of absence under this section is requested at least six (6) weeks in advance of the convention so that the department can make appropriate arrangements. Requests for use of this paid leave may be denied if the time off will create any scheduling or manpower problems. In addition, up to five (5) duly authorized delegates of the Union may request a leave of absence without pay, not to exceed three (3) weeks per delegate in any one year and no more than two (2) weeks at a time, for the purpose of attending

conventions and training seminars of the Union. Requests for this unpaid leave shall be submitted at least one month prior to commencement of the leave and said requests will not be unreasonably denied.

**Section 10.18 Educational Leave.** An employee may request an educational leave of absence without pay to take a course or courses in a field related to the work assignment or career ladder direction of said employee. The City's existing tuition refund program shall be continued for the term of this Contract.

**Section 10.19 Meetings Leave.** The Union shall have the right to designate one (1) representative, authorized with pay for time he/she would have otherwise been working, to attend any formal meetings and/or hearings of any sub-divisions of the governing bodies of the City, including City Commission meetings, when a matter relating to the Union is on the agenda for such meeting and if prior notice to the representative's supervisor has been given.

**Section 10.20 Union Bulletin Boards.** The City will make available one (1) enclosed bulletin board for the posting of official Union notices at each of the following locations, and the Union will limit the posting of Union notices to such bulletin boards:

- 1) Public Works Operations - 451 Dade Boulevard
- 2) Sanitation - 140 MacArthur Causeway
- 3) Fleet Management - 140 MacArthur Causeway
- 4) Parks Maintenance Division - 2100 Meridian Avenue
- 5) Fire Department Service Area
- 6) Meter Parking – 1837 Bay Road
- 7) City Police Station
- 8) City Hall
- 9) Recreation Centers (provided AFSCME pays the cost of the new board(s)):
  - a. Teen Center – 2100 Washington Avenue
  - b. Flamingo Park & 11<sup>th</sup> Street at Jefferson Avenue – Tennis Courts and Swimming Pool
  - c. Muss Park – 4400 Chase Avenue
  - d. Normandy Isle Park and Swimming Pool (Afterschool Programs) – 7030 Trouville Esplanade
  - e. North Shore Park Youth Center – 501 72<sup>nd</sup> Street
  - f. Polo Park (Sport Camp) – 4301 N. Michigan Street
  - g. Scott Rakow Youth Center – Ice Rink and Swimming Pool – 2700 Sheridan Avenue
  - h. South Point Park (Fishing and Water Camps) – 1 Washington Avenue
  - i. Stillwater Park (Outdoor rentals) – 8440 Hawthorne Avenue

**Section 10.21 Labor Management Committee.** In order to strengthen the parties' labor-management relations, the AFSCME agrees to participate with the City in labor-management committees to address the issues in Departments. Such committees may be requested by the AFSCME or by the City (through the City Manager, Department Directors, or designees) to meet at mutually accepted times. The parties agree that uniforms will be discussed through such Labor Management Committees. The City and Union agree to discuss heat index mitigation measures at labor-management meetings.

**Section 10.22 Me Too and Re-openers.** The AFSCME reserves the right to a “Me too” agreement with the CWA and GSA bargaining units on parallel economic issues including but not limited to wages, COLA and pension should the City modify those collective bargaining agreements. Any such discussions shall not exceed a period of ninety (90) days from the day of the first meeting, and in no event shall the discussions continue beyond the contract expiration date.

**ARTICLE 11**  
**DRUG AND ALCOHOL TESTING**

**Section 11.1.** The City and the Union recognize that employee substance and alcohol abuse has an adverse impact on City government, the image of City employees, the general health, welfare and safety of employees, and to the general public at large. Therefore, it is in the best interest of the parties to negotiate over the subject of drug and alcohol testing.

**Section 11.2.** Using, selling, possessing or being under the influence of illegal drugs while on or off duty is prohibited. Employees are further prohibited from consuming alcohol, illegal drugs or controlled substances on duty and/or abusing alcohol and drugs off duty to the extent that such use and/or abuse tends to have an effect upon the performance of their job functions.

The use of controlled substances is permitted only when prescribed to the employee by a licensed health care provider and properly used by the employee/patient. Misuse or abuse of prescribed controlled substances is prohibited.

If a test result for a controlled substance is positive, the employee shall be solely responsible for providing the Medical Review Officer (MRO) with the prescription number and the name and telephone number of the pharmacy where the prescription was filled. A new or back-dated unfilled prescription shall not be accepted.

The City's current 10-panel drug test and cut-off level are as follows:

Drug	Initial Test Level	GC/MS Confirm Test Level
Amphetamines	1000 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	150 ng/ml
Benzodiazepines	300 ng/ml	150 ng/ml
Cocaine metabolites	300 ng/ml	150 ng/ml
Marijuana metabolites	50 ng/ml	15 ng/ml
Methadone	300 ng/ml	300 ng/ml
Methaqualone	300 ng/ml	150 ng/ml
Opiates	2000 ng/ml	2000 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	150 ng/ml

**Section 11.3.** The City Manager, Assistant City Manager, department director or, in his absence, the assistant director or appropriate division director, may direct any employee to submit to a urine analysis, and breathalyzer, when based on objective factors there is reasonable suspicion that an employee is under the influence of or using alcohol, drugs or controlled substances on-duty, on an off-duty detail



and/or when an employee has caused, contributed to or been involved in an accident (i.e., while operating a City vehicle whether on-duty or off-duty).

Reasonable suspicion testing may include but is not limited to:

- Observable phenomena while at work, such as a direct observation of drug or alcohol use or the physical symptoms or manifestations of being under the influence of a drug or alcohol;
- Apparent physical state of intoxication or drug induced impairment of motor functions;
- Incoherent or irrational mental state;
- Marked changes in personal behavior, or attitude not attributable to other factors or a significant deterioration in work performance;
- Information received from a reliable credible source that indicates the employee has been involved in alcohol or illegal drug use;
- Other employee actions or conduct that lead to a suspicion to believe the employee is under the influence of alcohol or drugs, suffers from substance abuse, or is in violation of City or Departmental rules concerning the use of such substances;
- Excessive work related accidents, whether or not they result in injury to self or others;
- Patterns in absenteeism for which there is no other discernible reason;
- Evidence that an employee has used, possessed, sold, solicited, or transferred drugs or alcohol while on the City's premises or while operating City vehicles, machinery or equipment.

If a test result for a controlled substance is positive, the employee shall be solely responsible for providing the Medical Review Officer (MRO) with the prescription number and the name and telephone number of the pharmacy where the prescription was filled. A new or back-dated unfilled prescription shall not be accepted.

**Section 11.4.** In the event a urine specimen is tested as positive, a portion of that sample will be subjected to a second test at the employee's request and at the employee's expense. If the second test is negative, the employee will be reimbursed by the City.

**Section 11.5.** Upon any positive drug or alcohol testing result, the City may take whatever action, if any, it deems appropriate. In the event that said action is in the form of discipline, the employee may grieve said discipline through the contractual grievance/arbitration procedure.

**Section 11.6.** The parties agree that an employee's refusal to submit ("refusal to submit" includes adulterating a sample or submitting a false sample) to drug or alcohol testing in accordance with the provisions of this Article may result in disciplinary action being taken against the employee up to and including dismissal.

**Section 11.7 Drug/Alcohol Random Testing.** It is important to the safety and welfare of employees and the public that bargaining unit members not be impaired by alcohol while on duty nor use illegal drugs. To demonstrate the commitment of the City and the Union to this notion, employees will be subject to random testing. Employees will be chosen from a blind list by the Human Resources Department or its designee. Those employees who have a CDL license and are in the CDL Drug Testing Pool will not be part of the AFSCME Drug/Alcohol Testing Pool since the employees who hold a CDL license are already being randomly tested. In other words, all AFSCME bargaining unit employees will be in either the CDL Random Drug Testing Pool or the AFSCME bargaining unit Random Drug/Alcohol Testing Pool.

Urine analysis shall be administered to test for unlawful drugs and controlled substances. Breathalyzer testing shall be administered to test for alcohol.

In the case of a random alcohol test, a result of 0.04 or greater is indicative of alcohol impairment and constitutes a positive result. A confirmation breathalyzer test shall be administered following the initial test in accordance with the procedures in Title 49 Code of Federal Regulations, Part 40.

In the case of a random drug test, the following conditions will be applicable:

- (a) Urine specimens shall be tested by the certified laboratory used by the City's drug testing facility.
- (b) A split specimen of the urine sample shall be obtained in accordance with Title 49 Code of Federal Regulations, Part 40, and may be tested at the employee's request and at the employee's expense. The split specimen shall be tested at a second certified laboratory selected by the employee and approved by the City's drug testing facility.
- (c) If the split specimen test is negative, the positive result is cancelled and the employee will be reimbursed by the City for the cost of the split specimen testing.

**Section 11.8 Last Chance Agreement.** Employees testing positive may be offered the opportunity to enter into a "Last Chance Agreement" to continue their employment. Offering an employee a Last Chance Agreement in no way precludes the City from taking concurrent disciplinary action. The Agreement shall require participation in a rehabilitation program, unannounced follow-up testing for a period of two (2) years and such other requirements as set forth by the City. The City reserves the right to terminate an employee without providing him/her with a Last Chance Agreement. Employees under a Last Chance Agreement who test positive shall be terminated from employment with the City and this is not grievable under the grievance procedure. Employees may be given no more than one (1) chance for substance abuse rehabilitation during employment with the City.

## **ARTICLE 12**

### **SAVINGS**

In the event any article, section, or portion of this Contract should be held invalid and unenforceable by any court or higher authority of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specified in the decision, and upon issuance of such decision, the City and the Union agree to immediately negotiate a substitute for the invalidated article, section, or portion thereof.

**ARTICLE 13**  
**ENTIRE CONTRACT**

The parties acknowledge that during the negotiations which resulted in this Contract, each had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract. Therefore, the City and the Union, for the duration of this Contract, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered or not referred to or covered in this Contract.

**ARTICLE 14**  
**TERM OF CONTRACT**

This Contract shall be effective as of date of ratification, and shall remain in full force and effect through the 30th day of April, 2016.

It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing one hundred twenty (120) days prior to the anniversary date that it desires to modify this Contract.

Any such notification of a desire to open negotiations shall include specific articles proposed for renegotiations, and only such articles shall be mandatorily negotiated.

This Contract shall remain in full force and effect during the period of negotiations, unless either party gives the other party at least ten (10) days written notice of its desire to terminate this Contract.

Executed by the parties hereto on the 9 day of July 2014, by the Mayor and City Clerk.

**AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
LOCAL 1554 (AFSCME)**

**CITY OF MIAMI BEACH, FLORIDA**

By: \_\_\_\_\_

Norman Herdocia  
Regional Director

By: \_\_\_\_\_

Jimmy L. Morales  
City Manager

By: \_\_\_\_\_

Perman Terry  
AFSCME, Local 1554 President

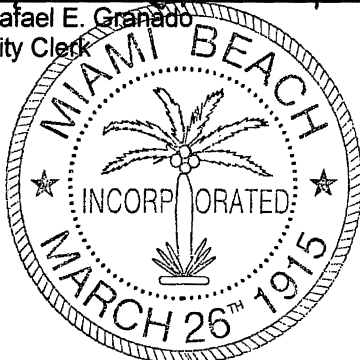
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Approved by Vote of the City Commission  
April 23, 2014.

Philip Levine  
Mayor

Attest: \_\_\_\_\_

Rafael E. Granado  
City Clerk



AFSCME 47

**APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION**

\_\_\_\_\_  
City Attorney

7/8/14  
Date

**AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES  
AFSCME LOCAL 1554**

**ELECTION OF REMEDY FORM**

**Grievance No. (if applicable)** \_\_\_\_\_

This form must be completed and signed prior to the second step of the grievance procedure, or at the time when appeal to the Hearing Examiner is filed.

**Employee must elect, sign, and date only one of the two following choices:**

1. \_\_\_\_\_ I/We elect to utilize the Grievance Procedure contained in the current Contract between the City of Miami Beach, Florida, and AFSCME Local 1554. Except as provided in number two (#2) below the Union has the exclusive right to represent all employees and to control the submission of grievances to arbitration.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

2. \_\_\_\_\_ I/We elect to utilize another forum for my/our grievance, and in doing so, I/we permanently waive my/our contractual right to the Grievance Procedure contained in the current Labor Contract between the City of Miami Beach, Florida, and AFSCME Local 1554.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**If Number 1 is elected, sign if you wish to authorize the following:**

I/We hereby authorize AFSCME Local 1554 to process the attached grievance on my/our behalf.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**Addendum: Hearing Examiner Rules**

**HEARING EXAMINER RULES**

**SECTION 1: REQUEST FOR HEARING:** Any member of the bargaining unit may appeal from disciplinary action within ten (10) days after the delivery or mailing to him/her of such written notice, by filing a written request for a hearing with the Hearing Examiner to the City Manager's designee for Labor Relations. If the tenth day falls on a Saturday or Sunday, he/she will have the ability to file for an appeal on the following Monday.

**SECTION 2: DISCIPLINARY HEARINGS:**

- (a) The City Manager's designee for Labor Relations not later than ten (10) days after receipt of such appeal, shall fix a place and time for holding a public hearing within a reasonable time thereafter. Written notice of such time and place shall be delivered or mailed promptly to both the Appellant and the Appointing Officer.

Only the Hearing Examiner may grant a continuance to either party for good and sufficient cause. No continuance shall be granted to either party unless such request for continuance is received in writing by the City Manager's designee for Labor Relations at least ten (10) days prior to the date of said scheduled hearing of appeal.

- (b) The Hearing Examiner may, at the request of the Appointing Officer or the Appellant, call or request any person or records for the purpose of ascertaining the facts.
- (c) The Appointing Officer or a representative designated by him/her, shall have the right to be present at such hearing and to be represented by the City Attorney.
- (d) The Appellant shall have the right to be present at such hearing and to be represented by an AFSCME bargaining agent or an attorney of his/her choice.
- (e) The findings of the Hearing Examiner shall be based upon competent substantial evidence of record.
- (f) The Appointing Officer shall have the burden of presenting evidence to support the truth of the charges as contained in the written notice.
- (g) The Appellant shall have the right to present evidence to refute the charges brought against him/her.
- (h) The Appellant shall have the right to be confronted by his/her accuser, and the Appellant and the Appointing Officer shall each have the right to cross-examine the witnesses of the other.
- (i) After both the Appointing Officer and the Appellant shall have presented their testimony and evidence, the Hearing Examiner shall receive argument in summation. The Appointing Officer shall have both the opening and closing argument.
- (j) After the completion of closing oral argument, the Hearing Examiner shall consider the testimony and evidence presented before the Hearing Examiner to determine the truth or untruth of the charges.

- (k) Within five (5) working days after the completion of the hearing, the Hearing Examiner shall issue his or her findings as to the truth or untruth of the charges in writing. The City Manager's designee for Labor Relations shall promptly deliver or mail a copy of such findings to the Appointing Officer and to the Appellant.
- (l) A copy of the written statement given the officer or employee, a copy of any reply thereto, and a copy of the findings of the Hearing Examiner shall be filed as a Public Record in the Human Resources Department.

## **EXHIBIT 1**

The provisions contained herein take effect prior to the implementation of the 2009 Condrey & Associates Job Classification and Compensation Study, as amended, upon all AFSCME bargaining unit classifications.

<p align="center"><b>EXHIBIT #1(A)</b>  <b>City of Miami Beach</b>  <b>AFSCME Bargaining Unit Classification and Compensation Plan</b>  <b>Effective May 1, 2013 through ratification date of the 2013-2016 collective bargaining agreement</b></p>
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<b>Classification</b>	<b>Range</b>
Assistant Pumping Mechanic	o207
Building Services Technician	o208
Building Supervisor	o210
Central Services Technician	o207
Control Room Operator	o208
Customer Service Representative	o206
Fire Equipment Mechanic	o210
Fleet Service Representative	o207
Heavy Equipment Operator I	o208
Heavy Equipment Operator II	o209
Ice Rink Technician	o209
Irrigation System Supervisor	o209
Mechanic II	o209
Mechanic III	o210
Municipal Service Worker I	o204
Municipal Service Worker II	o205
Municipal Service Worker III	o207
Municipal Service Worker Trainee	o203
Museum Guard	o203
Park Supervisor	o209
Pumping Mechanic	o209
Recreation Leader I	o204
Recreation Leader II	o206
Recreation Program Supervisor	o209
School Guard	o203
Sewer Pipefitter	o207
Sewer Supervisor	o209
Sign Maker	o208
Storekeeper I	o207
Storekeeper II	o208
Storekeeper III	o210
Street Lighting Technician I	o206
Street Lighting Technician II	o208
Street Supervisor	o209
Tree Maintenance Supervisor	o209
Tree Trimmer	o205
Water Meter Technician I	o205
Water Meter Technician II	o207
Water Pipefitter	o207
Water Supervisor	o209

**EXHIBIT #1(B)**  
**City of Miami Beach**  
**AFSCME Bargaining Unit Pay Ranges**  
**Effective May 1, 2013 through March 31, 2014**

<b>Range</b>	<b>Hourly</b>	<b>Minimum Bi-weekly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Maximum Bi-weekly</b>	<b>Annual</b>
o203	\$ 11.8826	\$ 950.61	\$ 24,715.81	\$ 19.1921	\$ 1,535.37	\$ 39,919.98
o204	\$ 12.9126	\$ 1,033.01	\$ 26,858.21	\$ 20.8545	\$ 1,668.36	\$ 43,377.36
o205	\$ 14.0308	\$ 1,122.46	\$ 29,184.06	\$ 22.6600	\$ 1,812.80	\$ 47,132.80
o206	\$ 15.2459	\$ 1,219.67	\$ 31,711.68	\$ 24.6235	\$ 1,969.88	\$ 51,216.88
o207	\$ 16.5659	\$ 1,325.27	\$ 34,457.07	\$ 26.7556	\$ 2,140.45	\$ 55,651.86
o208	\$ 18.0011	\$ 1,440.09	\$ 37,442.50	\$ 29.0736	\$ 2,325.89	\$ 60,473.30
o209	\$ 19.5601	\$ 1,564.81	\$ 40,685.01	\$ 31.5918	\$ 2,527.34	\$ 65,710.74
o210	\$ 21.2541	\$ 1,700.33	\$ 44,208.74	\$ 34.3266	\$ 2,746.13	\$ 71,399.54

**EXHIBIT #1(C)****City of Miami Beach****AFSCME Bargaining Unit Pay Ranges****Effective April 1, 2014 through ratification date of the 2013-2016 collective bargaining agreement****Includes 2% COLA effective April 1, 2014**

<b>Range</b>	<b>Hourly</b>	<b>Minimum Bi-weekly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Maximum Bi-weekly</b>	<b>Annual</b>
o203	\$ 12.1203	\$ 969.62	\$ 25,210.13	\$ 19.5761	\$ 1,566.09	\$ 40,718.38
o204	\$ 13.1709	\$ 1,053.67	\$ 27,395.37	\$ 21.2716	\$ 1,701.73	\$ 44,244.91
o205	\$ 14.3114	\$ 1,144.91	\$ 29,767.74	\$ 23.1132	\$ 1,849.06	\$ 48,075.46
o206	\$ 15.5509	\$ 1,244.07	\$ 32,345.91	\$ 25.1160	\$ 2,009.28	\$ 52,241.22
o207	\$ 16.8972	\$ 1,351.78	\$ 35,146.21	\$ 27.2908	\$ 2,183.27	\$ 56,764.90
o208	\$ 18.3612	\$ 1,468.90	\$ 38,191.35	\$ 29.6552	\$ 2,372.41	\$ 61,682.77
o209	\$ 19.9513	\$ 1,596.10	\$ 41,498.71	\$ 32.2235	\$ 2,577.88	\$ 67,024.95
o210	\$ 21.6793	\$ 1,734.34	\$ 45,092.91	\$ 35.0132	\$ 2,801.06	\$ 72,827.53

## **EXHIBIT 2**

The provisions contained herein take effect upon implementation of the 2009 Condrey & Associates Job Classification and Compensation Study, as amended, on all AFSCME bargaining unit classifications.

**EXHIBIT #2(A)**  
**City of Miami Beach**  
**AFSCME Bargaining Unit Classification and Compensation Plan**  
**Effective upon ratification date of the 2013-2016 collective bargaining agreement**  
**(Based on 2009 Condrey & Associates Job Classification and Compensation Study, as amended)**

<b>Classification</b>	<b>Range</b>
Assistant Pumping Mechanic	10
Building Services Technician	11
Building Supervisor	13
Central Services Technician	10
Control Room Operator	10
Customer Service Representative	10
Fire Equipment Mechanic	14
Fleet Service Representative	10
Heavy Equipment Operator I	12
Heavy Equipment Operator II	14
Ice Rink Technician	12
Irrigation System Supervisor	15
Mechanic II	12
Mechanic III	14
Municipal Service Worker I	06
Municipal Service Worker II	08
Municipal Service Worker III	11
Municipal Service Worker Trainee	04
Museum Guard	07
Park Supervisor	14
Pumping Mechanic	14
Recreation Leader I	07
Recreation Leader II	10
Recreation Program Supervisor	14
School Guard	05
Sewer Pipefitter	12
Sewer Supervisor	15
Sign Maker	11
Storekeeper I	10
Storekeeper II	11
Storekeeper III	12
Street Lighting Technician I	12
Street Lighting Technician II	14
Street Supervisor	15
Tree Maintenance Supervisor	15
Tree Trimmer	10
Water Meter Technician I	09
Water Meter Technician II	10
Water Pipefitter	12
Water Supervisor	15



**EXHIBIT #2(B)**  
**City of Miami Beach**  
**AFSCME Bargaining Unit Pay Ranges**  
**Effective upon ratification date of the 2013-2016 collective bargaining agreement**  
**Includes 2% COLA effective April 1, 2014**  
**(Based on 2009 Condrey & Associates Job Classification and Compensation Study, as amended)**

Range	Minimum			Maximum		
	Hourly	Bi-weekly	Annual	Hourly	Bi-weekly	Annual
04	\$ 12.9973	\$ 1,039.79	\$ 27,034.47	\$ 21.2603	\$ 1,700.82	\$ 44,221.36
05	\$ 13.6553	\$ 1,092.43	\$ 28,403.10	\$ 22.3366	\$ 1,786.93	\$ 46,460.06
06	\$ 14.3466	\$ 1,147.73	\$ 29,840.99	\$ 23.4674	\$ 1,877.39	\$ 48,812.10
07	\$ 15.0729	\$ 1,205.83	\$ 31,351.70	\$ 24.6554	\$ 1,972.43	\$ 51,283.22
08	\$ 15.8360	\$ 1,266.88	\$ 32,938.88	\$ 25.9036	\$ 2,072.29	\$ 53,879.43
09	\$ 16.6377	\$ 1,331.02	\$ 34,606.41	\$ 27.2149	\$ 2,177.20	\$ 56,607.08
10	\$ 17.4800	\$ 1,398.40	\$ 36,358.35	\$ 28.5927	\$ 2,287.42	\$ 59,472.81
11	\$ 18.3649	\$ 1,469.19	\$ 38,199.00	\$ 30.0402	\$ 2,403.22	\$ 62,483.62
12	\$ 19.2946	\$ 1,543.57	\$ 40,132.83	\$ 31.5610	\$ 2,524.88	\$ 65,646.85
13	\$ 20.2714	\$ 1,621.71	\$ 42,164.55	\$ 33.1588	\$ 2,652.70	\$ 68,970.23
14	\$ 21.2977	\$ 1,703.81	\$ 44,299.13	\$ 34.8374	\$ 2,786.99	\$ 72,461.84
15	\$ 22.3759	\$ 1,790.07	\$ 46,541.77	\$ 36.6011	\$ 2,928.09	\$ 76,130.23

**EXHIBIT #2(C)**  
**City of Miami Beach**  
**AFSCME Compensation and Classification Plan**  
**Effective April 1, 2015 (Includes 1% COLA)**

**(Based on 2009 Condrey & Associates Job Classification and Compensation Study, as amended)**

Range	Minimum			Maximum		
	Hourly	Bi-weekly	Annual	Hourly	Bi-weekly	Annual
04	\$ 13.1273	\$ 1,050.19	\$ 27,304.81	\$ 21.4729	\$ 1,717.83	\$ 44,663.57
05	\$ 13.7919	\$ 1,103.35	\$ 28,687.13	\$ 22.5599	\$ 1,804.79	\$ 46,924.66
06	\$ 14.4901	\$ 1,159.21	\$ 30,139.40	\$ 23.7020	\$ 1,896.16	\$ 49,300.22
07	\$ 15.2237	\$ 1,217.89	\$ 31,665.22	\$ 24.9019	\$ 1,992.16	\$ 51,796.05
08	\$ 15.9944	\$ 1,279.55	\$ 33,268.27	\$ 26.1626	\$ 2,093.01	\$ 54,418.22
09	\$ 16.8041	\$ 1,344.33	\$ 34,952.47	\$ 27.4871	\$ 2,198.97	\$ 57,173.15
10	\$ 17.6548	\$ 1,412.38	\$ 36,721.94	\$ 28.8786	\$ 2,310.29	\$ 60,067.54
11	\$ 18.5486	\$ 1,483.88	\$ 38,580.99	\$ 30.3406	\$ 2,427.25	\$ 63,108.46
12	\$ 19.4876	\$ 1,559.01	\$ 40,534.16	\$ 31.8766	\$ 2,550.13	\$ 66,303.32
13	\$ 20.4741	\$ 1,637.93	\$ 42,586.19	\$ 33.4904	\$ 2,679.23	\$ 69,659.93
14	\$ 21.5106	\$ 1,720.85	\$ 44,742.12	\$ 35.1858	\$ 2,814.86	\$ 73,186.46
15	\$ 22.5996	\$ 1,807.97	\$ 47,007.19	\$ 36.9671	\$ 2,957.37	\$ 76,891.53

# **A G R E E M E N T**

**Between**

**CITY OF MIAMI BEACH, FLORIDA**



**and**

**COMMUNICATIONS WORKERS OF AMERICA (CWA)**

**LOCAL 3178**



**Period Covered**

**October 1, 2012 to September 30, 2015**

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## **AGREEMENT**

THIS AGREEMENT, was made and entered into on this 19th day of July, 2013 by and between the CITY OF MIAMI BEACH, FLORIDA (herein called the "City"), and the COMMUNICATIONS WORKERS OF AMERICA (herein called the "Union").

## **P R E A M B L E**

WHEREAS, the Union has been selected as the sole and exclusive bargaining representative by a majority of the employees set forth in Article 1, and has been recognized by the City pursuant to the laws of Florida as the sole and exclusive bargaining representative for said employees;

WHEREAS, the City and the Union have voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the City and the employees covered by this Agreement insofar as such practices and procedures are appropriate to the obligations of the City to retain the right effectively to operate the various departments of the City and are consonant with the paramount interests of the public;

WHEREAS, it is the intention of the parties to this Agreement to provide, where not otherwise mandated by Statute, for the salary schedule, fringe benefits and conditions of employment of the employees covered by this Agreement, to provide for the continued and efficient operation of the various departments of the City, and to provide an orderly and prompt method of handling and processing grievances;

NOW, THEREFORE, the parties agree with each other as follows:



**ARTICLE 1**  
**RECOGNITION**

**Section 1.1. Representation and Bargaining Unit.** - The City recognizes the Union as the sole and exclusive representative of all employees in the unit described below.

**Section 1.2 Unit Description.** - All regular, full-time employees in the following classified job descriptions, excluding all managerial, supervisory, confidential, temporary, and casual employees, and employees currently represented in other certified bargaining units:

Account Clerk I	Engineering Inspector
Account Clerk II	Field Inspector I
Account Clerk III	Field Inspector II
Administrative Aide I	Finance Specialist I
Administrative Aide II	Finance Specialist II
Administrative Assistant I	Finance Specialist III
Administrative Secretary	Lifeguard I
Air Conditioning Mechanic	Lifeguard II
Building Inspector	Lifeguard Lieutenant
Buyer	Mason
Carpenter I	Masonry Helper
Carpenter II	Mechanical Inspector
Clerk	Meter Analyst
Clerk Typist	Painter
Code Compliance Administrator	Parking Dispatcher
Code Compliance Officer I	Parking Enforcement Specialist I
Code Compliance Officer II	Parking Enforcement Specialist II
Commission Reporter I	Parking Meter Technician I
Commission Reporter II	Parking Meter Technician II
Communications Operator	Permit Clerk I
Complaint Operator II	Permit Clerk II
Crime Analysis Specialist	Planning Technician
Crime Scene Technician I	Plumber
Crime Scene Technician II	Plumbing Inspector
Data Entry Clerk	Pool Guard I
Dispatcher	Pool Guard II
Dispatcher Trainee	Police Fleet Specialist
Duplicating Equipment Operator	Police Photographer
Electrical Inspector	Police Records Technician
Electrician	Property Evidence Technician I
Elevator Inspector	Property Evidence Technician II
Engineering Assistant I	Public Safety Specialist
Engineering Assistant II	Revenue Processor I
Engineering Assistant III	Revenue Processor II

### **Section 1.3 Job Classifications/Audits.**

- a) The City and the Union agree that in the event the City creates a new job classification within the bargaining unit, or substantially changes the duties of a job classification which remains within the bargaining unit, or combines job classifications within the bargaining unit as a result of job audits, or market studies, the City will bargain with the Union concerning the appropriate rate of pay for the new, changed, or combined jobs. However, in no event, will the position be paid at a lower rate of pay or at a lower classification.

Until agreement is reached or impasse is resolved, affected employees will be paid as determined by the City. Upon agreement as to the rate of pay for the new, changed, or combined job(s), the agreed rate shall be retroactive to the date that the City filled the positions.

- b) The parties agree that they will periodically review the job classifications and, if appropriate, file a joint petition to Public Employees Relation Commission (PERC) to determine which positions should be in or out of the bargaining unit.
- c) The City recognizes the life safety work that Lifeguard I, Lifeguard II and Lifeguard Lieutenants perform is of a public safety service nature, however, the parties further agree and understand that there is no assumption of additional compensation or benefits based on this recognition.
- d) The City will conduct and complete a job classification audit of the Building Inspector classification.

**ARTICLE 2**  
**EMPLOYEE AND UNION RIGHTS**

**Section 2.1 Employee Rights During Meetings or Interviews.**

- a) An employee shall be entitled to request Union representation at all meetings where the representative of the City intends to seek to gain information from the employee which may become a part of the written disciplinary record or may result in a written warning/reprimand of the employee.
- b) The employee shall be informed of the nature of the meeting, the alleged conduct, and if requested, be given a reasonable period of time prior to the meeting to contact and consult with the Union. Nothing contained herein shall preclude an employee from legal representation in the event of a criminal investigation.
- c) At the request of the employee, the City will advise the Union President of all such meetings with the employee and the Union President will arrange to have a Union Representative present.
- d) All meetings will be held in the City at a reasonable hour during the employee's shift or contiguous to the shift on the clock, unless an emergency or serious condition prevents such action.
- e) This provision of Article 2, Section 2.1 shall be subject to the Union Time Bank as described in Section 4.8.

**Section 2.2 Notice of Disciplinary Action.**

- a) No reprimand, termination, suspension, demotion, punitive transfer, or punitive reassignment which results in loss of pay shall be taken against an employee unless he/she is notified of the action, and the reason(s) for such recommended action given in writing specifically prior to the action. Notice in writing shall be given to the employee as soon as practicable.

- b) If such disciplinary action is taken against any employee which results in loss of pay or monetary benefits or denial of annual merit increase, Management will adhere to progressive discipline:

Written "verbal warnings" shall be kept in departmental or Human Resources files. If the employee is not disciplined for the same incident again during a calendar year, the written "verbal warning" shall not be used for his/her Annual Performance Evaluation report.

- c) The employee must have received a Special Report during the evaluation period informing him/her of the less than satisfactory performance and what action should be taken for improvement. A copy of the Special Report must be submitted with the Annual Evaluation Report.
- d) The employee must have received a warning during the evaluation period at least sixty (60) but no more than ninety (90) days prior to an employee receiving a less than satisfactory performance. If the unsatisfactory work performance occurred prior to ninety (90) days before the anniversary increase was due, the warning must state what action the employee must take to correct the unsatisfactory performance. A copy of the warning shall be submitted with the Annual Evaluation Report.
- e) Nothing in this section shall be intended to contravene public record law.
- f) Annual merit increases are not automatic and may be denied.

The employee's Department will be responsible for monitoring the progress or lack of progress on the employee's effort to correct the problem which led to the unsatisfactory rating. Such follow-up shall be every ninety (90) days after the corrective process commenced. Upon correction of the problem, the employee will be granted the annual increase.

**Section 2.3 Retaliation for Exercising Rights.** - No employee, supervisor or management person shall be retaliated against or be threatened with any such retaliation by reason of his/her exercise of any rights set forth in this Agreement.

**Section 2.4 Union Membership-Right of Union to Represent Only Members.** - The City and the Union agree not to interfere with the right of employees to become or not become members of the Union, and further, both parties agree that there shall be no discrimination, interference, restraint, or coercion against any employee because of Union membership or lack of it; except that the Union may process grievances for, advise, or participate in meetings or interviews on behalf of members only. Human Resources will inform the Union of new hires on a monthly basis.

**Section 2.5 Access to Personnel Records.** - Upon reasonable request, an employee shall have the right, in the presence of an appropriate representative of the employer, to review and copy all or any portion of the employee's official records which are or may become a part of the personnel file maintained by the Human Resources Department and his/her department. The employer may charge a reasonable fee of fifteen cents (\$.15) per page for such copying. Employees will be provided with a copy of records or letters that are to be placed in the employee's Personnel File maintained in either Human Resources or in the Department personnel file, which make specific, derogatory comments about the employee's work performance. This shall be done by the Department prior to the filing and the employee shall be asked to sign his/her acknowledgement. The employee shall be allowed to place in his personnel file a response of reasonable length to anything contained therein which the employee deems to be adverse. No anonymous material shall be placed in an employee's personnel file.

It is specifically understood that this provision shall not in any way alter or modify the Personnel Rules concerning tests or examinations and the period of time which an employee has to review tests or examinations which he/she has taken.

**Section 2.6 Employee Bargaining Team.** - The City agrees that the Union shall be permitted up to five (5) employees to serve on a collective bargaining team in any collective bargaining negotiations with the City, and that such persons shall be compensated at their regular salary when negotiations are during regular working hours. The Union may appoint alternates who shall be compensated instead of regular members of the collective bargaining team for those periods of time when they actually serve on the bargaining team. Attendance at negotiations for a successor agreement shall not be counted against the union time bank.

**Section 2.7 Recording Devices.** - No mechanical recording devices of any kind shall be used in discussions between department heads, division heads, or supervisors and employees unless the parties mutually agree otherwise. It is specifically understood that this subsection shall not in any way apply to any City Board.

**Section 2.8 Computerized Voice Stress Analysis Examinations and Psychological Examinations.**

**A) Computerized Voice Stress Analysis Examinations**

- 1) A bargaining unit member may be required to submit to a computerized voice stress analysis test, or any other electronic examination, the purpose of which is to test the truthfulness of the employee when investigating a work place theft only when there is reasonable suspicion to believe that the employee is involved.
- 2) It is understood that bargaining unit members may be required to take a computerized voice stress analysis examination when such examination is a pre-condition of their initial employment with the City. A bargaining unit member may be required to take a computerized voice stress analysis examination for promotion, or transfer into a department that has required computerized voice stress analysis tests.
- 3) Such computerized voice stress analysis tests shall be conducted by an independent, professional examiner as selected by the City. Nothing contained in the Agreement shall abridge the rights of individual employees or the rights of the City under Florida law.

**B) Psychological Examinations**

At the City's request, the Union agrees to appear before the Personnel Board and jointly submit with the City a proposal to include a psychological examination for Lifeguard I applicants. Psychological examinations shall be in English and Spanish.

**Section 2.9 Employee Examination Review.** - An employee shall have the right in the presence of an appropriate representative of the employer to examine and/or review his/her own completed promotional examination as provided in Florida Statutes.

**Section 2.10 Meeting Leave.** - The Union shall have the right to send up to two (2) of the four (4) designated Union representatives, authorized with pay for time he/she would have otherwise been working, to attend City Commission Meetings, Personnel Board Meetings, or Pension Board Meetings, when a matter relating to the collective bargaining agreement is on the Agenda for such meeting, and if prior approval has been given by the representative's supervisor. The representative is to return to work immediately after the City Commission addresses the Agenda item. This section shall be subject to the Union Time Bank in Section 4.8.

**Section 2.11 Information To Be Provided To Union By City.** - The City will provide to the Union one (1) copy of the following:

- a) A listing of all bargaining unit employees on a disk and hard copy to include the employee's name, address, I.D. number, department assignment, and date of hire, except where such information is exempt from the definition of public records as established by Florida Statutes 119.07 (3) (i).
- b) The "Personnel Rules" of the City of Miami Beach.
- c) "Classification Specifications" for all bargaining unit classifications.
- d) "Agenda" (as distributed to all department heads and news media) for each City Commission Meeting.
- e) Salary Ordinance amendments affecting bargaining unit classifications.

**ARTICLE 3**  
**DEDUCTION OF UNION DUES**

**Section 3.1 Check-off.** - Upon receipt of a lawfully executed written authorization from an employee, which is presented to the City by an official designated by the Union in writing, the City agrees during the term of this Agreement to deduct the uniform Union dues and assessments of such employees from their pay and remit such deductions to the Union Treasurer; provided, however, that such authorization is revocable at the employee's will upon thirty (30) days' written notice to the City and the Union. The Union will notify the City thirty (30) days prior to any change in its dues and assessments structure.

The Union shall pay, during the term of this Agreement, the amount of two hundred dollars (\$200) annually as a service charge for implementing and processing the above-stated dues and assessments deductions. The Union shall make the payment on or before April 1 of each year of the Agreement.

The Union and the City agree to develop an electronic/magnetic media reporting system for deduction of dues within six (6) months of ratification of the contract.

**Section 3.2 Indemnification.** - The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought against the City under the provisions of this Article; provided, however, this Section shall not apply to any act or failure to act on the part of the City resulting from its own willful behavior. In the event of an error in dues deductions, transfer should be transmitted thirty (30) days after written notification.



**ARTICLE 4**  
**GRIEVANCE PROCEDURE**

**Section 4.1 Purpose** - It is recognized that complaints and grievances may arise between the bargaining agent and the employer or between the employer and any one or more employees concerning the application or interpretation of any provision of this Agreement. The employer and the bargaining agent desire that these grievances and complaints be settled in an orderly, prompt and equitable manner so that the efficiency of the City of Miami Beach may be maintained and the morale of employees not be impaired. Every effort will be made by the employer, employees, and bargaining agent to settle the grievances at the lowest level of supervision. The initiation or presentation of a grievance by an employee will not adversely affect his standing with the employer.

No reprisals of any kind will be made by agents of the City against the grievant(s) or the Union's representatives by reason of such participation in the processing of their grievance. Similarly, the Union, its officers or agents, shall not impede, malign, or delay the City or management's representative in their duties during the investigation or processing of said grievance.

In order to investigate, discuss and process grievances, the designated Union representatives and witnesses must request permission 24 hours in advance (except in emergencies), and report their return to work upon conclusion of the use of time for grievance matters. All such time away from work by Union representatives shall be deducted from and is subject to the Union's Time Bank. Bargaining unit employees covered by this Agreement shall no longer be able to file an appeal via the City's Personnel Board procedure for any disciplinary matter.

**Section 4.2 Definitions.**

- a) **Grievance** - a grievance is a dispute involving the interpretation or application of any provision of this Agreement, excluding matters not covered by this Agreement or where Personnel Board rules and regulations are involved; provided, that disciplinary actions, including discharges, but not including verbal warnings, may be grieved under this Article further provided that the reasonableness of new or changed work rules and whether there has been reasonable application of old or new work rules and lay-off provisions of the Personnel Board's rules and regulations, may be grieved under this Article. The reasonableness of work rules which were negotiated is not grievable.

- b) Aggrieved Employee(s) - the employee(s) filing the grievance or causing the grievance to be filed.
- c) Immediate Supervisor - the individual having immediate supervisory authority over the aggrieved employee(s).
- d) Division Head - the head of the division in which the aggrieved employee(s) works.
- e) Department Head - the head of the department in which the aggrieved employee(s) works.
- f) Days - as referred to in the time limits herein, days shall mean working days (i.e., Monday through Friday, exclusive of scheduled holidays).

#### **Section 4.3 Special Provisions.**

- a) The time limits set forth herein may be extended and/or modified by mutual written agreement.
- b) If the employer violates any time limits, the bargaining agent may advance to the next step without waiting for the employer's response. If the Union, or the grievant(s) fail to initiate or move the grievance to the first or next step of the grievance procedure, as set forth herein (time limits), it shall be untimely and considered withdrawn.
- c) The parties acknowledge that, as a principle of interpretation, employees are obligated to work as directed while grievances are pending; except where the safety of a working condition or health of the employee(s) is the basis of the grievance.
- d) Aggrieved employees, a reasonable number of employees, not to exceed three (3), called as witnesses, and a specifically designated Union representative, shall be allowed to be present at the various formal steps of the grievance procedure, including arbitration. One witness may attend without loss of pay for those actual hours during his/her regular work schedule. Any other witnesses, not to exceed two (2) in total, may attend provided that there is adequate time to cover such work time in the Union Time Bank. The Union shall notify the City Manager's designee for Labor Relations of who it

wishes to call, and then Management will schedule the witnesses to be available as needed. If there are circumstances where more than three (3) witnesses are needed, the Union will make a request to the City Manager's designee for Labor Relations, who will make the final decision.

- e) The Union shall designate to the City the names of the seventeen (17) Union representatives, plus one individual who shall be designated as the Chairman of the Grievance Committee, whose function shall be to assist unit members in the processing of complaints and grievances under this procedure. At Step I only one (1) of the designated Union representatives will be allowed at any grievance meeting. At Step II & III, only two (2) of the designated Union representatives will be allowed at any grievance meeting. All such attendance time shall be deducted from and subject to the Union's Time Bank as set forth in Section 4.8, including, but not limited to, the specification of representation by four (4) members of the executive board.
- f) City of Miami Beach employees other than those designated Union representatives (as set forth in Section 4.8) shall not be granted time off from work without loss of pay for the processing of grievances.
- g) The specifically designated Union Representatives shall be permitted during working hours without loss of pay to investigate, discuss, and process grievances in their respective areas, provided the following conditions are met:
  - 1) that they first secure the permission of their immediate supervisor (such permission shall not be unreasonably denied);
  - 2) that the supervisor shall be notified twenty-four (24) hours prior to investigating, discussing, and processing grievances on City time (shorter notice may be given in the case of emergencies).
  - 3) that the representative will report his/her return to work to the immediate supervisor upon conclusion of the use of time for grievance matters; and
  - 4) there is sufficient time in the Union Time Bank to cover the entire period of the representative's absence from work.

- h) An employee may request Union representation in accordance with the provisions of this Agreement at each and every step of the grievance procedure set forth in this Agreement.
- i) The bargaining agent, in accordance with its own lawful internal rules, shall have the sole and exclusive right to determine whether any grievance warrants processing through this procedure. In the event the bargaining agent determines at any step of the grievance procedure that a grievance does not warrant processing, a written notification of that determination shall be sent to the City Manager's designee for Labor Relations. The employee(s) involved shall then be free to process it themselves or through legal counsel.
- j) If the bargaining agent has declined to process or further process any grievance presented to it, and if any employee, or group of employees, desires to process it or further process their own grievance through this procedure, the bargaining agent shall be sent copies of all written communications sent by the employer or the employee(s) involved. Further, nothing herein contained shall be construed to prevent any public employees from representing, at any time, their own grievance in person or by legal counsel to the employer, and having such grievance(s) adjusted without the intervention of the bargaining agent, provided however, that the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect; and provided further that the bargaining agent has been given notice and a reasonable opportunity to be present at any meeting called for the resolution of such grievances.
- k) The bargaining agent shall not be responsible for any costs attendant to the resolution of any grievance(s) it has not processed.
- l) The parties acknowledge that multiple grievances may be combined at any stage of the grievance procedure where the class of aggrieved employees is clearly defined and the subject matter of the grievances is the same or similar.
- m) At Step I, all formal grievances presented shall include the date of the alleged violation, the specific article and section grieved; a brief description of the grievance, and the remedy requested.

**Section 4.4 Grievances Involving Discipline.** - Discipline shall be only for just cause and shall include written reprimand, suspension, or dismissal. A verbal warning is not disciplinary and is not grievable. Any regular employee who is disciplined, and who has completed the required probationary period, may file a grievance pursuant to the provisions of this Article. The Union or employees not represented by the Union in a grievance or who are not members of the Union may file discipline grievances at either Step I or II within fifteen (15) days of the written notice of action.

**Section 4.5 Grievance Procedures:**

**STEP I**

- a) The grievance shall be filed within fifteen (15) days of the alleged violation, interpretation or application of the terms of employment set forth in this Agreement.
- b) The grievance shall be filed with the division head in writing, on the Grievance Form as attached in the appendix.
- c) The division head or his/her designee shall note the date of receipt of the grievance, and shall seek to meet the aggrieved employee at a mutually agreeable time within ten (10) days of receipt of the grievance.
- d) Within five (5) days of the meeting, the division head shall render a decision and shall immediately communicate that decision in writing to the aggrieved, the bargaining agent, and the department head. If the decision is to deny the grievance, the reasons for denial shall be specifically stated.
- e) The aggrieved employee(s) and/or the bargaining agent may appeal the decision of the division head within seven (7) days of receipt of the decision.
- f) The appeal shall be submitted in writing to the department head. Failure to appeal the decision of the division head within seven (7) days shall constitute acceptance by the aggrieved employee(s) and the bargaining agent of the decision as being a final resolution of the issues raised.

## **STEP II**

- a) If the aggrieved employee(s) appeals the decision, the department head shall schedule a meeting to take place at a mutually agreeable time not more than five (5) days after receipt of the appeal. The exclusive bargaining agent shall be advised in writing as to the date of the proposed meeting, and shall have the right to send one (1) observer to the proceedings if the bargaining agent is not involved in the actual representation of the aggrieved employee(s).
- b) Within five (5) days of the meeting, the department head shall render a decision and shall immediately communicate that decision in writing to the aggrieved employee(s), and to the bargaining agent. If the decision is to deny the grievance, the reasons for denial shall be specifically stated.
- c) The aggrieved employee(s) may appeal the decision of the department head within seven (7) days of receipt of the decision. The appeal shall be communicated in writing to the City Manager's designee for Labor Relations. Failure to appeal the decision of the department head within seven (7) days shall constitute acceptance by the aggrieved employee(s) and the bargaining agent of the decision as being a final resolution of the issues raised.

## **STEP III**

- a) If the aggrieved employee and/or a representative of the bargaining unit appeals the decision, the City Manager, or his/her designee for Labor Relations, shall schedule a meeting to take place at a mutually agreeable time not more than twelve (12) days after receipt of the appeal.
- b) Within twelve (12) days of the meeting, the City Manager or his/her designee for Labor Relations shall render a decision and shall immediately communicate that decision in writing to the aggrieved employee and the bargaining agent. If the decision is to deny the grievance, the reasons for denial shall be specifically stated.

- c) Failure to appeal the decision rendered in Step III within twelve (12) days by notice of intent to submit to arbitration shall deem the decision at Step III to be final and no further appeal will be pursued.

**Section 4.6 Arbitration.** - If the employer and the aggrieved employee(s) and/or the bargaining agent fail to resolve the grievance, the grievance may be submitted to final and binding arbitration by an impartial neutral mutually selected by the parties.

- a) Notice of intent to submit the grievance to arbitration shall be communicated in writing by the Union President or his designee to the office of the City Manager's designee for Labor Relations within twelve (12) days of the receipt of the decision at Step III. Any request to go to arbitration on behalf of the employer is to go to the Union President.
- b) Within thirty (30) days after written notice of submission to arbitration a request for a list of five (5) or seven (7) arbitrators shall be submitted to the Federal Mediation and Conciliation Service (FMCS). Both the City and the Union shall have the right to strike two (2) names from the panel of five (5) or three (3) names from the panel of seven.

The City and the Union agree to alternate as to who shall strike the first name. The arbitrator remaining on the panel after both parties have utilized their two (2) strikes from a panel of five (5) or three (3) strikes from a panel of seven (7) shall be the selected arbitrator. Upon receipt of the panel of arbitrators from the FMCS, the City and the Union shall have thirty (30) days to complete the striking process. The arbitrator shall be notified of his/her selection within five (5) days by a joint letter from the City and the Union requesting that he/she schedule a date and place for a hearing, subject to the availability of the City and the Union.

- c) Prior to the commencement of the arbitration, the arbitrator may hold a pre-hearing conference to consider and determine:
  - 1. the simplification of the issues;
  - 2. the possibility of obtaining stipulation of facts and documents that will avoid unnecessary proof;

3. such other matters as may aid in the disposition of the grievance;
  4. matters of jurisdiction or applicability.
- d) The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue submitted to him/her in writing by the City and the Union, and shall have no authority to make a decision on any other issue not submitted to him/her. The arbitrator shall submit in writing his/her decision within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, provided that the parties may mutually agree in writing to extend said limitation. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. Consistent with this Section, the decision of the arbitrator shall be final and binding.
- e) In the event that an employee desires, on his/her own behalf, to process his/her grievance to arbitration, the bargaining agent reserves the right to intervene in the arbitration proceeding up to and including the full right to participation as a party.
- f) All arbitration costs, including the cost of stenographic reporting of the arbitration hearing if agreed to by the parties, shall be divided equally between the employer and the bargaining agent, or if the bargaining agent has determined not to process the grievance through arbitration, between the employer and the employee(s). Each party will pay the cost of presenting its own case.

**Section 4.7 Differences Concerning Personnel Rules.** - A difference of opinion with respect to the meaning or application of the Personnel Rules which directly affects wages, hours, or working conditions may be submitted by the employee or the Union President (or his/her designee) to the City Manager's designee for Labor Relations within ten (10) days after the occurrence of the event giving rise to the difference of opinion. The City Manager's designee for Labor Relations shall discuss the matter with the employee and the Union Representative at a time mutually agreeable to the parties. If no settlement is reached at this meeting, the employee retains his/her right to appeal to the Personnel Board under the statutory procedures governing such appeals.



**Section 4.8 Union Time Bank.** - The CWA represented by four (4) members of the Executive Board, as determined by the President, shall have the right to conduct union business (under the conditions described in this Section) through the use of a time bank. The Time Bank hours for the period covering October 1, 2012 through September 30, 2013 shall be 1,500 hours. Effective October 1, 2013, the Time Bank shall be 2,250 hours each contract year. Unused time bank hours from one contract year shall rollover to the next contract year, not to exceed a total maximum of 2,250 hours per contract year. No more than two (2) of the designated Union representatives may use time from the Union Time Bank at the same time. The President or designated union representative of the CWA shall provide a minimum of twenty-four (24) hours' notice to the appropriate Department Director or designee for any leave to be granted. Such leave shall not be granted unless previously approved in writing by the CWA President. Time for attendance at negotiations for a successor agreement is addressed in Article 2.6. of this Agreement. The time bank shall be used for union representation as outlined in Section 2.1, 2.10, and Article 4 of this agreement. All other union convention time other than union convention time referred in Section 8.22 shall be part of the Union Time Bank.

Representatives must return to work immediately upon conclusion of the meeting that was the reason for the approved Union time off. If the Union Time Bank is exhausted, no more paid time off to conduct union business on City time shall be requested, paid or approved. Attendance at a pension board meeting by a designated union representative as a pension board member shall not be counted against the union time bank.

**ARTICLE 5**  
**NO STRIKE AND NO LOCKOUT**

**Section 5.1 No Strike.** - The parties hereby recognize the provisions of Chapter 447, Florida Statutes, which define strikes, prohibit strikes, and establish penalties in the case of a strike and incorporate those statutory provisions herein by reference. The parties further agree that the City shall have the right to discharge or otherwise discipline any employee(s) who engage(s) in any activity defined in Section 447.203(6), Florida Statutes.

Accordingly, the Union, its officers, stewards and other representatives agree that it is their continuing obligation and responsibility to maintain compliance with this Article and the law, and to encourage and direct employees violating this Article or the law to return to work, and to disavow the strike publicly.

**Section 5.2 No Lockout.** - The City will not lockout any employees during the term of this Agreement as a result of a labor dispute with the Union.

**ARTICLE 6**  
**MANAGEMENT RIGHTS**

It is recognized that except as stated herein, it is the right of the City to determine unilaterally the purpose of each of its constituent agencies, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations.

The Union recognizes the sole and exclusive rights, powers, and authorities of the City further include but are not limited to the following: to direct and manage employees of the City; to hire, promote, transfer, schedule, assign, and retain employees; to suspend, demote, discharge or take other disciplinary action against employees for just cause; to relieve employees from duty because of lack of work, funds or other legitimate reasons; to maintain the efficiency of its operations, including the right to contract and subcontract existing and future work; to determine the duties to be included in job classifications and the numbers, types, and grades of positions or employees assigned to an organizational unit, department or project; to assign overtime and to determine the amount of overtime required; to control and regulate the use of all its equipment and property; to establish and require employees to observe all its rules and regulations; to conduct performance evaluations; and, to determine internal security practices; provided however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement. The City agrees that, prior to substantial permanent layoff of bargaining unit members, it will advise the Union.

If, in the sole discretion of the City it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the City Manager or his/her designee for Labor Relations during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

Should an emergency arise, the Union President shall be advised as soon as possible of the nature of the emergency.

## **ARTICLE 7**

### **HOURS OF WORK AND OVERTIME**

**Section 7.1 Purpose.** - This Article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime.

**Section 7.2 Normal Workday.** - The normal workday shall consist of eight (8) or ten (10) consecutive hours of work, exclusive of the lunch period, in a twenty-four (24) hour period.

Subject to the above, the City shall determine all aspects of the scheduling of Ocean Rescue employees, including, but not limited to, the daily and weekly shifts of individual employees and/or group of employees (including the start and finish times of each shift and the start and finish times of individuals within a shift (staggered shifts)) and days off, provided that any change to scheduling is made consistent with notice and seniority requirements contained in this agreement when applicable.

The City may, on an as needed basis, supplement the Lifeguard workforce with such "temporary employees" as outlined in Section 9.6.

**Section 7.3 Normal Workweek.** - The normal workweek shall consist of forty (40) hours per week, and such additional time as may, from time to time, be required in the judgment of the City to serve the citizens of the City. The workweek shall begin with the employee's first regular shift each week. No schedule changes involving shifts or days off shall be made without at least ten (10) workdays' notice to the employees involved, provided that in an emergency, or other such reason justifying a temporary schedule change only, such notice as is practicable shall be given. The implementation of this provision shall not be arbitrary and capricious.

**Section 7.4 Overtime.** - It is understood that the City may require necessary and reasonable overtime for unit members. For all hours worked in excess of forty (40) hours during an employee's workweek, the City will pay the employee one and one-half (1-1/2) times the employee's straight time hourly rate of pay.

Only actual hours worked shall be considered for the purposes of computing overtime. For example, paid leave including but not limited to any Annual, Holiday, Sick, Family Medical Leave, Birthday, Floater, Bereavement, Compensatory Leave and Administrative Leave shall not be considered as time worked for the purpose of computing overtime.

The parties agree that should the same overtime provisions not be agreed to by AFSCME or GSA, there will be a reopener on this matter only.

For all hours worked on an employee's seventh consecutive workday within his/her workweek, the City shall pay two (2) times the employee's straight time hourly rate of pay, provided the employee has actually worked his/her full shift on each of the six (6) preceding workdays.

This provision shall not be applicable if a substantial number of employees are scheduled to work seven (7) consecutive workdays because of an emergency such as a hurricane. If an employee, scheduled to work, works more than his/her normal hours on a holiday, the excess hours shall be paid at the holiday rate.

**Section 7.5 Distribution of Overtime Work.** - Overtime shall be distributed as equally as practicable among employees in the same job classification in the same work section and area starting with the most senior employee, as per Section 9.14 Seniority, provided the employees are qualified to perform the specific overtime work required. Any overtime work required for a specific job classification within this unit, shall be offered to unit members first. In the event that no bargaining unit member accepts the overtime, the overtime may be offered to other qualified individuals outside of the bargaining unit.

The City will maintain the records of overtime work, including: the nature of the work, to what classification it is applied, to what employee(s) it was offered, who performed the work, how many hours were worked, and whether it was voluntary or required. The records will be updated monthly, maintained on a rolling 12-month basis, and posted. The records shall be made available electronically for employees to verify and check. Should any employee assert that he or she has not been offered a reasonably equitable number of overtime work hours for which he or she is qualified, he or she may bring such assertion to the attention of management. Should management determine that the employee's assertion is justified, then that employee shall be given the right of first refusal to all subsequent overtime work offers until reasonable equity is restored, without regard for seniority. If no employee accepts offered overtime work, the City may require an employee or employees to work the overtime. Should the overtime work arise from the continuation of work in progress, the employee performing the work may be required to complete it. In cases where the City requires that overtime work be performed, the overtime work will be assigned on a rotating basis in inverse order of seniority among employees holding the same classification, subject to the qualification of any individual employee to perform the work, within each shift.

### **Section 7.6 Holiday Celebration and Pay for Working on Holiday.**

- a) Whenever any of the holidays listed in Section 8.3. Holidays, of this Agreement fall on a Sunday, the following workday shall be observed as the official holiday; whenever any of the above listed holidays occur on a Saturday, the preceding workday shall be observed as the official holiday. In such cases, the day on which the holiday is observed shall be considered to be the paid holiday and not the regular day.
- b) To be eligible for a paid holiday, an employee must report for scheduled work on the holiday, on the last scheduled day preceding the holiday and the first scheduled day following the holiday unless such absences are excused. Excused absences are defined as:
  - 1) an employee calls in sick and is eligible to receive paid sick leave, and who is granted sick leave usage;
  - 2) approved annual leave;
  - 3) floating holiday;
  - 4) birthday.
- c) Failure to report for work on, before, after, or during the holiday after having been scheduled to work on such holiday shall be just cause for denial of holiday pay.
- d) A holiday which is observed during an employee's regularly scheduled workweek shall not be considered as time worked for the purpose of computing overtime, pursuant to Section 7.4, Overtime, herein.
  - 1. Should an employee not work on a holiday that falls on his/her regularly scheduled day off, he/she shall be paid eight (8) or ten (10) hours of holiday pay, depending on the number hours in his/her regular shift, at his/her straight time hourly rate.
  - 2. Should an employee work on a holiday that falls on his/her regularly scheduled work day, he/she shall be paid for the number of hours actually worked at his/her regular or overtime rate, whichever is applicable, plus eight (8) or ten (10) hours of holiday pay, depending on the number of hours in the employee's regular shift, at the regular rate.

3. Should an employee work on a holiday that falls on his/her regularly scheduled day off, he/she shall be paid for the number of hours actually worked at his/her regular or overtime rate, whichever is applicable, plus eight (8) or ten (10) hours of holiday pay, depending on the number of hours in the employee's regular shift, at the regular rate.

**Section 7.7 Rest Periods.** Employees may take a rest period of fifteen (15) minutes for each half day of work. Daily rest periods shall be scheduled by the supervisors. Whenever practicable, the rest period will be scheduled approximately mid-point in the first one-half of the employee's regular work shift and in the second half of the employee's regular work shift. Employees who extend their rest period may be subject to disciplinary action.

For each additional four (4) hours worked beyond the regular shift, an additional fifteen (15) minute rest period shall be provided. Employees in PSCU shall enjoy a fifty (50) minute meal break and a ten (10) minute rest period which, upon request of an employee and with the approval of the supervisor, will be combined into a sixty (60) minute meal break.

**Section 7.8 Reporting Pay.** – An employee who reports to work as scheduled will be guaranteed eight (8) hours of work or eight (8) hours of pay; (or, for those on ten-hour days, ten hours of work or ten of pay); provided, however, that supervisors may assign employees to perform any reasonable work.

**Section 7.9 Come Back Pay.** - An employee who is scheduled or called in to work outside of his/her normal hours of work will be guaranteed four (4) hours of work or four (4) hours of pay. It is understood that call-in pay does not apply to work which is contiguous to his/her regularly scheduled shift. Employees who are required to attend Court shall only be required to return to Division Headquarters if their Court appearance has been scheduled during their normal workweek.

**Section 7.10 Standby Time.** Employees assigned to standby shall receive two (2) hours per day of straight time as a standby bonus unless they receive comeback pay. Standby Pay shall be offered to employees in the same manner and conditions as in Article 7.5 Distribution of Overtime Work.

**Section 7.11 Clean-Up Time.** - At the end of the shift, skilled trades employees and members of the beach patrol and Pool Guards shall be allowed fifteen (15) minutes clean-up time; provided that they may also be required to perform other work tasks during such time if it does not interfere with clean up. However, Pool guards cannot leave the job site during this clean-up time.

**Section 7.12 No Pyramiding.** - Premium pay and overtime shall not be paid for the same hours. The employee shall receive the greater of the two alternative premiums.

**Section 7.13 Essential Personnel (Hurricane Pay).** When the City declares an emergency due to a named hurricane and other events and non-essential personnel employees are advised to stay home with pay and essential personnel employees are ordered to work, essential personnel employees shall be paid at the rate of one and one-half of their straight hourly wages for all hours worked for up to three (3) days.



**ARTICLE 8**  
**WAGES AND FRINGE BENEFITS**

**Section 8.1 Wages**

No bargaining unit member who left the City's employ prior to the date of ratification of this Agreement by the Commission will be eligible for any wages or benefits under this Agreement.

- a.) Effective the first (1<sup>st</sup>) full pay period ending in October 2012, there shall be no across-the-board wage increase for any CWA bargaining unit positions. Also, there shall be no increase to the minimums and maximums of each job classification range.
- b.) Effective the first (1<sup>st</sup>) full pay period ending in October 2013, there shall be no across-the-board wage increase for any CWA bargaining unit positions. Also, there shall be no increase to the minimums and maximums of each job classification range.
- c.) Effective the first (1<sup>st</sup>) full pay period ending in October 2014, there shall be a three percent (3%) across-the-board wage increase for any CWA bargaining unit positions. Also, there shall be a three percent (3%) increase to the minimums and maximums of each job classification range.

The City of Miami Beach classification and pay system will be utilized for all bargaining unit employees. Effective October 1, 2010, all classifications in the CWA Bargaining Unit shall be in the pay for performance pay system. This classification and pay system includes salary range changes, job audits, and market classification studies, but does not include cost-of-living increases. No change (to salary ranges, job audits or market classification studies) shall take place until the Union President or his/her designee concurs. No decision made within the context of this provision shall result in a lower grade, the removal of a job classification from the bargaining unit, nor shall said decision result in an exemption from FLSA overtime requirements.

Consistent with the classification and pay system, no employee's salary shall exceed, for any reason, the applicable maximum salary for the pay range of the employee's position.

There shall be no merit increases for any CWA bargaining unit employees in FY 2012/13.

Effective September 30, 2013, all CWA bargaining unit employees who receive a score of sixty (60) points or above on their annual evaluation, shall be eligible for a three percent (3%) merit increase on their anniversary date, provided that the employee's salary shall not exceed the maximum of the salary range for his/her position.

Effective September 30, 2014, all CWA bargaining unit employees who receive a score of sixty (60) points or above on their annual evaluation, shall be eligible for a three percent (3%) merit increase on their anniversary date, provided that the employee's salary shall not exceed the maximum of the salary range for his/her position.

Effective September 30, 2015, all CWA bargaining unit employees who receive a score of sixty (60) points or above on their annual evaluation, shall be eligible for a two percent (2%) merit increase on their anniversary date, provided that the employee's salary shall not exceed the maximum of the salary range for his/her position.

If an employee's merit rating score does not qualify him/her for a merit increase, the employee may grieve the evaluation up to Step III under the provisions of this Agreement.

### **Section 8.2 Shift Differential.**

Effective October 1, 2013, where a majority of an employee's regularly assigned shift hours fall between 11:00 p.m. and 6:30 a.m., the employee shall receive a shift differential of fifty five cents (\$.55) per hour for work performed after 11:00 p.m.

**Section 8.3 Holidays.** – (See Section 7.6) The following fourteen (14) days shall be considered as holidays but the City reserves the right to schedule work on the holidays:

New Years' Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day following Thanksgiving, Christmas Day, Martin Luther King's Birthday, three (3) floating holidays, and the employee's birthday.

Employees shall become eligible for floating holidays and the birthday holiday upon completing six (6) months' continuous service with the City.

**Section 8.4 Bereavement Leave.** - In case of death in the immediate family of an employee, time off with straight-time pay will be allowed of two (2) scheduled work days off per death and four (4) scheduled work days off per death if the funeral is held outside the State of Florida. The immediate family shall be defined as father, mother, husband, wife, sister, brother, son, daughter, grandchild, grandfather, grandmother, mother-in-law, father-in-law, stepfather, stepmother, stepson, stepdaughter, or domestic partner as defined in the Domestic Partner Ordinance. Additional time off may be granted by the Department Head, in writing, chargeable to the employee's accrued sick or vacation leave. In such circumstances such additional sick leave shall not count against an employee for purposes of performance evaluations.

**Section 8.5 Rate of Pay When Working Out of Classification.** - An employee may be required to temporarily work out of his/her classification when directed by management. Temporarily is defined as an employee who is clearly and definitely performing the principal duties in a higher pay classification for more than one hour per day, and they shall not exceed 580 hours in a 12-month period, and shall be paid as follows, except at the sole discretion of the City Manager or his/her designee for Human Resources who may waive the 580 hour cap if in his/her judgment, it will best serve the needs of the City service:

- a) Out of class pay shall be distributed as equally as practicable among employees in the same job classification in the same work section.
- b) If he/she is temporarily working in a lower classification, he/she shall receive his/her hourly rate in his/her regular classification. Employees will not be assigned to lower classification work as punishment or to demean the employee.
- c) If he/she is temporarily working for one or more consecutive hours in a higher paying classification, he/she shall be paid an hourly rate of one dollar (\$1.00) per hour to be added to the employee's straight-time rate of pay.

Employees being trained with on-site supervisory assistance in a bona-fide training program for a higher paying classification will be paid their current rate in their regular classification during such training time.

**Section 8.6 Asphalt License Training and Certification.** At the sole discretion of the Public Works Director, qualifying employees shall be offered training to obtain an asphalt license certification. The appropriate certification level for training shall be determined at the sole discretion of the Public Works Director.

**Section 8.7 Voting Time.** Given the availability of alternatives such as absentee ballots and early voting, the past practice of allowing paid time off for voting shall be discontinued.

**Section 8.8 Meal Allowance.** - An employee who works three (3) consecutive hours or more of pre-shift or post-shift overtime shall be paid \$7.00 unless meals are provided by the City. Employees shall receive compensation within three (3) months.

In the event employees are supplied with a meal while working the overtime hours, the meal allowance, as provided under this Section, shall cease.

**Section 8.9 Jury Duty.** The City of Miami Beach shall permit employees either to keep payments received from courts of competent jurisdiction for being on duty, or in the alternative, their standard rate of pay, whichever is higher. For each day an employee is called to jury duty, he/she shall be excused from work for such time as is necessary to complete jury duty services. If three (3) or more hours are left in the employee's work shift upon release from jury duty, the employee shall immediately contact his/her immediate supervisor for instruction.

**Section 8.10 Tool Allowance.** Employees in those classifications who are required to provide their own personal tools as part of the job duties shall be entitled to a \$17.50 per pay period for the purchase of new/replacement tools.

**Section 8.11 Uniform Provision.** Persons employed in all divisions, including the Public Safety Communications Unit (PSCU), who are compelled to wear City-issued uniforms shall be provided with six (6) uniforms.

Lifeguards and full-time pool guards shall be provided with one (1) sweat suit per year, and a winter jacket every five (5) years. Six (6) long sleeved/short sleeved shirts or any combination thereof shall be offered to Lifeguard I, II, Lieutenant, Pool Guard I, II, to further protect them from the dangerous ultra-violet rays.

On a one-time basis only, all regular, full-time Lifeguard I, Lifeguard II and Lifeguard Lieutenants shall be issued one (1) pair of dress pants, one (1) Class A shirt and one (1) badge. Lost, damaged or stolen badges shall be replaced at the employee's expense. Worn dress uniforms shall be replaced at the City's expense, but no sooner than once per year.

Uniforms shall be issued on the following schedule:

- a) All other uniforms (except the Class A dress uniforms for Lifeguards) shall be delivered to the employees in the month of January of each year.

Sponsorship: In the event that the City enters into an agreement with any outside sponsor concerning uniforms that may be issued to any employee(s) (but not necessarily all employees) who are in the bargaining unit, these sponsored uniforms may be issued to satisfy the contractual uniform obligations. No additional contract obligations concerning uniforms are hereby created and such sponsored uniforms may be discontinued at any time by the City.

#### **Section 8.12 Insurance.**

- a) Effective at the beginning of the first full health insurance plan year, or as soon as practicable, after (and only if) this multi-year Agreement is ratified by both parties, the City shall offer medical, dental, and life insurance benefit plans to full-time bargaining unit employees and their legal dependents, as set forth in this section (a, b and c) during the term of this Agreement. The City will continue to pay at least fifty percent (50%) of the premium cost for eligible employees and their dependents. The City will offer alternative plans as options for employees. The City may change insurance carriers and/or the scope and level of benefits in any plan. The City also may change the percentage of premium cost paid by the City (i.e., provided that it remains at least 50%) from year to year for any one or more of the optional plans available, depending upon the scope and level of benefits available in each of the optional plans.
- b) The City agrees that it will not change the level of benefits during the term of this Agreement without first consulting with the Group Insurance Board, or a labor-management advisory committee created as a substitute for such Board, such attendance shall not be counted against the Union Time Bank. The designated Union representative may serve on this Board/committee for as long as bargaining unit employees participate, exclusively, in the City's group health insurance plan. In the event that the City materially reduces the scope and level of benefits in the current base (PPO or HMO) plan then the Union may request post-implementation impact bargaining.
- c) Employees in the bargaining unit shall be eligible to participate in the City's flexible and voluntary benefits plans, which may be modified by the City from time to time. The flexible and voluntary benefits plans shall be administered by the City.

**Section 8.13 Pension.** General Provisions: Should the actuary for the Miami Beach Employees' Retirement Plan confirm that the City's actuarial required contribution is 23.5% of pensionable payroll, then the additional two percent (2%) employee pension contribution levied

for all bargaining unit members hired prior to November 27, 2010 shall be eliminated. This confirmation must be provided in writing through the annual actuarial valuation report provided by the actuary for the Miami Beach Employees' Retirement Plan.

Effective upon ratification of this Agreement, for employees hired prior to February 21, 1994, who participate in the MBERP, the employee pension contribution shall increase by 2% of pensionable earnings, from 10% to 12% of pensionable earnings. Effective upon ratification of the 2009-2012 Agreement, for employees hired on or after February 21, 1994, who participate in the MBERP, the employee pension contribution shall increase by 2% of pensionable earnings, from 8% to 10% of pensionable earnings.

**Promoted employees may remain in Classified Plan.**

The pension plan will provide that in a case where an employee who is thereafter promoted to a position that is in the unclassified pension plan, the promoted employee may elect to stay in the classified pension plan.

The Miami Beach Employees' Retirement Plan (MBERP) is the pension plan for CWA bargaining unit members, except for those employees who previously elected to remain in the 401-A retirement program (in lieu of participating in the City's pension plan). The current benefits and member contributions provided by the MBERP shall remain in effect for the term of this Agreement, except as follows:

**10% Cap on Overtime for Plan Members Hired before February 21, 1994**

For those employees in the Miami Beach Employees' Retirement Plan (MBERP) who were hired before February 21, 1994, overtime included in pensionable earnings received after the effective date will be limited to a maximum of 10% above the employee's highest pensionable compensation, if applicable each year. Upon reaching the 10% maximum cap within a fiscal year, any additional overtime earnings in that year shall not be subject to the pension contribution.

**Two Year Previous Service Purchase Option**

The two year previous service purchase option shall be eliminated as of September 30, 2013, for all CWA bargaining unit employees. Elimination of the two year previous service purchase option is subject to the agreement of a similar provision by at least one of the remaining two general employee bargaining units that participate in the Miami Beach Employees Retirement Plan (MBERP), in the terms of their respective successor collective bargaining agreements.

### Partial Lump Sum Distribution

A member who retires under normal retirement (as that term is defined by the GERS) shall be allowed to convert 25% of the actuarial value of his/her pension benefit into a lump sum distribution. For example, if the normal retirement benefit is equal to \$2,000 per month, the member may either receive \$2,000 per month or the combination of \$1,500 per month plus a single lump sum equal to the actuarial value of the other \$500.

This lump sum option shall not be available to early retirees, disability retirees, or beneficiaries receiving pre-retirement death benefits.

The lump sum shall be calculated using the same discount rate and mortality rates used in the most recent Actuarial Valuation Report for the GERS.

### Final Average Monthly Earnings (FAME)

The City and Union agree to change the creditable service component of the formula for calculation of the FAME for current members from two (2) highest paid years of creditable service to the five (5) highest paid years of creditable service as described below:

- a) For those employees who participate in the MBERP and are at normal retirement age or are 24 months or less from normal retirement age, as defined by Ordinance 2006-3504 as amended, as of September 30, 2010, the Final Average Monthly Earnings (FAME) is at one-twelfth (1/12) of the average annual earnings of the employee during the two (2) highest paid years of creditable service.
- b) For those employees who participate in the MBERP, and who are between 24 and 36 months from normal retirement age, as defined by Ordinance 2006-3504 as amended, as of September 30, 2010, the Final Average Monthly Earnings (FAME) means one-twelfth (1/12) of the average annual earnings of the employee during the three (3) highest paid years of creditable service.
- c) For those employees who participate in the MBERP, and who are between 36 and 48 months from normal retirement age, as defined by Ordinance 2006-3504 as amended, as of September 30, 2010, the Final Average Monthly Earnings (FAME) means one-twelfth (1/12) of the average annual earnings of the employee during the four (4) highest paid years of creditable service.

- d) For those employees who participate in the MBERP, and who are more than 48 months from normal retirement age, as defined by Ordinance 2006-3504 as amended, as of September 30, 2010, the Final Average Monthly Earnings (FAME) means one-twelfth (1/12) of the average annual earnings of the employee during the five (5) highest paid years of creditable service.

#### Deferred Retirement Option Plan (DROP)

Subject to actuarial verification that extending the DROP period for employees hired prior to ratification of the 2009-2012 Collective Bargaining Agreement does not result in an increased cost to the City, effective July 1, 2013, all current and future employees participating in the DROP shall be entitled to participate in the DROP for a maximum period not to exceed 60 months in total. Any employee who previously executed a form entitling him or her to enter the DROP for a period of less than (sixty) 60 months in total shall be given a one-time irrevocable election, within 30 calendar days from the effective date of the conforming City ordinance amending the DROP period as set forth herein, to execute a new form extending his or her DROP period for up to 60 months in total.

Pending final ratification of this Agreement, any employee presently in the DROP whose DROP would end after July 1, 2013, but before the final ratification date of the Agreement or effective date enactment of the respective City ordinance amendment, shall be entitled to remain in the DROP program until the earlier of such time as the employee executes a new form with a revised DROP separation date, or 30 calendar days following the effective date of a conforming City ordinance implementing the DROP extension provided herein. Notwithstanding the foregoing, nothing herein shall preclude an employee who is presently participating in the DROP from their continued active employment and termination of employment in accordance with their original DROP separation date.

#### Bargaining Unit Members hired on or after the ratification of the 2009-2012 CWA Collective Bargaining Agreement

The current benefits and member contributions provided by the MBERP shall remain in effect for employees hired on or after the ratification of the 2009-2012 CWA Collective Bargaining Agreement, except as follows:



- 1) The normal retirement date is age 55 with at least thirty (30) years of creditable service, or age 62 with at least five (5) years of creditable service.
- 2) The early retirement date is the date on which the member's age plus years of creditable service equal 75, with a minimum age of 55.
- 3) The Final Average Monthly Earnings (FAME) shall be an average of the highest five (5) years of employment.
- 4) The benefit multiplier shall be two and one half percent (2.5%) multiplied by the member's years of creditable service, subject to a maximum of 80% of the member's FAME.
- 5) The retiree Cost of Living Adjustment (COLA) will be one and one half percent (1.5%) per year, with the first adjustment deferred to one (1) year after the end of the Deferred Retirement Option Plan (DROP).
- 6) The employee contribution will be 10% of salary.
- 7) The standard form of benefit is a lifetime annuity.
- 8) Members who separate from City employment with five (5) or more years of creditable service but prior to the normal or early retirement date shall be eligible to receive a normal retirement benefit at age 62.

#### **Reduction in Vesting Requirement for Employees Hired On or After February 21, 1994**

The minimum vesting requirement for pension plan members hired on or after February 21, 1994, is 5 years of service.

#### **Reduction in Normal Retirement Age for Employees Hired On or After February 21, 1994**

The normal retirement age for pension plan members is as follows:

- For members hired prior to February 21, 1994, the normal retirement age is 50.
- For members hired on or after February 21, 1994 but prior to September 30, 2010, the normal retirement age is age 55.
- For members hired on or after September 30, 2010, the normal retirement age is 62.

#### **Other Requirements and Conditions**

In order to be eligible for each of the above pension benefits, each employee must be actively employed on the effective date of the benefit and must thereafter retire. All of the foregoing pension changes shall apply prospectively, not retroactively. All other provisions of the MBERP plan not specifically addressed in this Agreement shall remain unchanged.

### **Retiree Health Insurance**

- a) The parties agree that any bargaining unit member who previously elected or who elects to participate in the 401-A retirement program (in lieu of participating in the City's pension plan) shall be required to work at least ten (10) years before becoming eligible for any retiree health benefits from the City.
- b) The parties agree that any bargaining unit member who is eligible for retiree health benefits from the City must make a one-time irrevocable election to continue receipt of health benefits via the City's plan at the time that the employee terminates City employment. The parties also agree that if a member initially elects to continue under City health insurance, but thereafter discontinues or is discontinued from such coverage, then the retiree may resume coverage only at their own expense, without any employer contribution whatsoever.
- c) Employees hired on or after February 2, 2006, will be entitled to a City contribution against the cost of continued health insurance coverage in the City's health insurance plan after retirement (or separation) from City employment, as set forth in this section. Any employee hired on or after this Agreement is ratified, who then remains employed until reaching eligibility for normal retirement, and who elects to continue insurance coverage under the City's health plan, shall upon receipt of normal retirement benefits also receive an additional separate supplemental monthly stipend payment in the initial amount of \$10.00 per year of credited service, up to a maximum of \$250.00 per month until age 65, and \$5.00 per year of credited service up to a maximum of \$125.00 per month thereafter. There shall be no other City contribution toward the cost of continued health insurance coverage for such employees and this benefit shall be paid only during the life of the retiree.

**Section 8.14 Vacation Benefits.** Consistent with applicable ordinances, the vacation benefits enjoyed presently by the employees covered by this Agreement shall continue.

### **Section 8.15 Sick and Vacation Leave Accrual and Maximum Payment on Termination.**

- a) Employees shall be entitled to twelve paid days a year due to illness for themselves or family members.
- b) The present policy concerning sick leave, including the policy for payment of accrued

sick and vacation time combined, up to a maximum of one year's salary, upon termination, retirement, or death, shall continue for all employees hired before October 1, 1978.

- c) All employees hired after October 1, 1978 shall, under applicable ordinances, rules, and regulations shall be allowed to accrue no more than 500 vacation hours effective October 1, 2006, and except in accordance with provisions for postponement of vacation leave as set forth in Article 8.14 of this Agreement; be permitted to transfer sick leave in excess of 360 hours to vacation leave at the rate of two days' sick leave to one day vacation leave to be used in the pay period year when transferred; be permitted a maximum payment at time of termination, death, or retirement of no more than 620 hours (effective upon ratification of this agreement) vacation leave and one half of sick leave to a maximum of 600 hours.

#### **Section 8.16 Public Safety.**

##### **Public Safety Communications Unit (PSCU)**

- a) Persons hired into the classification of Dispatcher Trainee will receive a 3% increase after six (6) months of satisfactory service;
- b) Upon being certified by the Police Chief as being fully qualified to dispatch both Police and Fire calls, a Dispatcher will receive a three percent (3%) increase (in lieu of the prior one-step increase) while assigned to PSCU. The City can require employees to dispatch both Police and Fire calls. However, an employee hired before September of 1995 who is not already trained in both police and fire calls as of the April 8, 2002, can continue to dispatch either fire or police calls;
- c) Dispatchers, Communication Operators, and Complaint Operator II's who are designated as certified training officers shall receive one dollar per hour for all hours worked in a training capacity. All employees who express an interest and whose last performance evaluation was satisfactory shall be considered eligible for certification as a CTO. Generally, an employee without CTO certification shall not be required to perform in a training capacity unless a CTO is not available. However, if a Non-CTO is mandated to train, he/she will also receive the stipend.

**Section 8.17 Longevity Integration for Lifeguard I, Lifeguard II and Lifeguard Lieutenant**

Effective October 1, 2012, the maximum of the pay ranges for the Lifeguard II and Lifeguard Lieutenant classifications shall be extended by eleven percent (11%). The range for the Lifeguard I was extended upon ratification of the FY 2006/09 Collective Bargaining Agreement when the Pool Guard II range was extended to accommodate the elimination of the step plan and integrated the eleven percent (11%) longevity pay, as the classifications share a pay grade: h52.

Employees in the classifications of Lifeguard I, Lifeguard II and Lifeguard Lieutenant, whose longevity pay was eliminated from their compensation on September 30, 2012, shall have the equivalent dollar value of said longevity pay restored retroactively effective October 1, 2012. The equivalent dollar value of said longevity pay shall be added to the employee's base pay. This amount shall be the affected employee's base pay for the purpose of calculating any qualifying merit increases. Both parties agree that this provision shall only be applicable to those employees who were receiving a longevity pay supplement on September 29, 2012.

**Section 8.18 Perfect Attendance Bonus.** Employees who perform the full scope of their regularly assigned classification for each fiscal year shall receive a lump sum bonus of \$300.00 (non-pensionable earnings) provided that they have not used sick leave or been absent for any reason that was not authorized at least 48 hours in advance. An employee will also be allowed two (2) incidents of tardiness and one (1) emergency vacation. Employees out on ISC will not be eligible for the perfect attendance bonus. Religious/Sick and Bereavement/Sick shall not be counted against employees under this section.

**Section 8.19 Lead Person.** An employee in the Carpenter, Electrician, Painter, Plumber, and Air Conditioning Mechanic, positions in the Property Management Division will receive a five percent (5%) supplement for Lead pay if the following conditions are met:

- a) The employee is in charge of a construction project,
- b) The construction project consists of four (4) or more employees,
- c) The Lead Person will have three (3) years of experience in his/her position with the City of Miami Beach,
- d) The Lead Person will have most recent three (3) years of performance appraisals of 75 or above.

**Section 8.20 Union Conventions.** Two (2) delegates of the Union will be granted a leave of absence with pay, not to exceed two (2) weeks in any one year, for the purpose of attending State and International conventions. The Union will provide the City with the name(s) of the delegate(s) and provide the dates and locations of any such conventions for which a leave of

absence is requested six (6) weeks in advance of the convention so that the department can make appropriate arrangements. This time shall not be deducted from the Union time bank.

**Section 8.21 Orientation.** The union shall have the right to send two of the four designated Union representatives, authorized with pay pursuant to the Union Time Bank for time he/she would have otherwise been working to attend and participate in new employee orientation conducted by Labor Relations and Human Resources where bargaining unit members are present.

**Section 8.22 Educational Leave and Tuition Reimbursement.** The City's tuition reimbursement program shall be continued for the term of this Agreement.

**Section 8.23 Property Management License(s) Maintenance** – (Required continuing education/certification for current position) Employees in the Property Management Division who in order to maintain their licenses as required in their job descriptions, and have to attend continuing education classes shall be paid their straight hourly wages for all required hours up to 20 hours a year: provided that no additional pay shall be made to the employees if the training is provided by the City during regular work hours. Any hours spent attending training under this section shall count as hours worked.

**Section 8.24 EMT Certification.** Lifeguard I, Lifeguard II, Lifeguard Lieutenants, and Full-time Pool Guards who were receiving an Emergency Medical Technician (EMT) Certification Pay supplement on September 29, 2012, shall be eligible to receive the equivalent dollar value of the amount that they were receiving for said EMT Pay supplement retroactively effective October 1, 2012. Qualifying employees shall receive this pay supplement on a biweekly basis provided that they have continuously maintained their (EMT) certification by the State of Florida. This benefit shall be a flat-rate, non-compounding dollar value.

All Lifeguard I, Lifeguard II and Lifeguard Lieutenants employees hired on or after September 30, 2011 shall be required to have and maintain an Emergency Medical Technician (EMT) certification issued by the State of Florida prior to being hired by the City of Miami Beach but shall not be entitled to receive any EMT Certification Pay supplement.

**ARTICLE 9**  
**GENERAL PROVISIONS**

**Section 9.1 Discrimination.** - In accordance with applicable federal, state, and local law, the City and the Union agree not to discriminate against any employee on the basis of race, creed, color, religion, disability, sex, national origin, age, sexual orientation, marital status or political beliefs.

**Section 9.2 Meetings Between Parties.** - At the reasonable request of either party, the Union President, or his/her representative, and the City Manager's designee for Labor Relations, or his/her representative, shall meet at a mutually agreed time and place to discuss matters of concern. Whenever time permits, the party requesting the meeting shall submit written notice of the subject matter to be discussed. Such notice shall be submitted one week in advance of the proposed meeting date. Whenever the Union President, or his/her representative, makes suggestions or recommendations to the City Manager, or his/her designee for Labor Relations, specifically concerning productivity of job safety, the City Manager, or his/her designee for Labor Relations, will respond as appropriate.

**Section 9.3 Reduction in Work Force.** - When there is a reduction in the work force, employees will be laid off in accordance with their length of service and their ability to perform the work available. When two or more employees have similar ability, the employee with the least amount of service will be the first one to be laid off.

**Section 9.4 Work Rules.** - The City will provide the Union with a copy of any written rules that are instituted or modified during the term of this Agreement affecting employees in the bargaining unit. In the event the City desires to alter, amend, or modify existing written work rules, or promulgate new written work rules, the proposed changes will be submitted for review to a joint labor/management committee. The City shall have two (2) representatives and the Union shall have two (2) representatives on this committee, which will make recommendations to the City Manager. The proposed changes shall not become effective until a final decision of the City Manager has been rendered. No Personnel Rule, Work Rule or any other rule, or application thereof shall in any manner conflict with any provisions of this agreement, and such rules shall be reasonable.

**Section 9.5 Probationary Employees.** - A probationary employee who is dismissed without cause shall have the right to discuss with the appointing officer the reasons for such dismissal at a mutually agreed to time. Following such meeting, a probationary employee, if he/she so desires, shall have the right to further review the reasons for such dismissal with the City Manager or his/her designated designee for Labor Relations at a mutually agreed to time. It is expressly understood, however, that the appointing officer retains the exclusive discretion with respect to the retention or dismissal of probationary employees.

Periods of absence shall cause the probationary period to be extended for an equal amount of time. At the request of the appointing authority, the City Manager, or his/her designee for Human Resources may extend the probationary period for up to three (3) additional months provided that the reasons for extension are given to the employee in advance of the expiration of the initial probationary period. The City acknowledges the importance of giving timely performance appraisals and feedback to probationary employees.

**Section 9.6 "Temporary Employees".** - The City shall have the unrestricted right to hire up to one hundred (100) "temporary" employees in the bargaining unit, provided they are not hired at the detriment of the bargaining unit employees.

The number of temporary employees working in each Division shall not exceed 50% of the number of positions in that Division.

Temporary employees being utilized to fill in on short-term vacancies shall not be considered as a detriment to the bargaining unit's employees. Such "temporary" employees shall be paid at rates set in the sole discretion of management and a "temporary" employee's employment service may not exceed one (1) continuous year at any one time.

"Temporary" employees may not work in a classification wherein a permanent Civil Service employee is laid off. The Human Resources Department shall send the Union a report of "temporary" hires on a monthly basis. "Temporary" employees shall not be covered by Civil Service or Personnel Board Rules, and they shall serve at the will of their employer without right of appeal or access to the grievance procedure contained herein, and they shall not receive any fringe benefits or pension benefits. Terminated "temporary" employees may be re-hired if their separation is under honorable circumstances.

Regarding the implementation of the one hundred (100) temporary positions, it is understood that those positions were not limited to, but could be used to develop a cadre of employees who, on short notice, could serve as backup for regular employees or for such things as vacancies caused by absences due to maternity, military leave, sick leave, off-duty injury, on-duty injury, and work overload. The examples cited herein are not meant to be all inclusive.

It is further recognized that employees who retire "in good standing" who may be interested in working on a temporary, part-time basis, and should temporary work become available, the retired employees will have the opportunity to make application for one of the temporary positions. Such part-time positions shall not be covered by Civil Service rules or regulations, will have no fringe or pension benefits, and the salary shall be at a rate determined by the City. Further, the temporary employees shall not have a choice of picking schedules, but will be assigned by the City's management on an as needed, when needed, basis.

**Section 9.7 Political Activities of Employees.** - Except as provided by State law and City of Miami Beach Personnel Rule 1, (b), the City shall not make, adopt or enforce any rule, regulation or policy;

- a) Forbidding or preventing employees from engaging or participating in politics or from becoming candidates for public office;
- b) Controlling or directing or tending to control or direct the political activities or affiliations of employees.

It is understood that no political activities may be conducted by unit members during the employee's scheduled work day.

**Section 9.8 Safety.** - The City agrees to provide, at no cost to the employee, any appropriate safety equipment required to be worn or otherwise utilized by the employee. This shall include such items as hard hats, gloves, etc. Those employees issued such equipment will be responsible for such safety equipment, and any loss or damage due to the neglect of the employee may require the employee to pay for the replacement of said City-issued equipment.

- a) The City agrees to provide, upon request, up-to-date, non-glare screens for computer terminals.



- b) The City shall evaluate and provide, upon request, a wrist rest, which will help alleviate the stress upon the hands and arms of those employees performing repetitive motion, to all persons who type more than 50% of their workday.
- c) The City shall provide in each lifeguard stand a modern voice amplifier (bullhorn) to be used in providing safety.
- d) The City will agree to provide safety training to all Parking Enforcement employees as deemed appropriate by the City and Union.
- e) The Union is encouraged to have its members volunteer to serve on the Department Safety Committees that are being organized in each City Department. The bargaining unit member serving on the City's Safety Committees will not suffer any loss of benefits or wages for attendance at regularly scheduled meetings during regular scheduled work time. No overtime will be paid for attendance at such meetings.
- f) If there is a central, Citywide Safety Committee, the Union's President may be a member if he/she so requests.
- g) Upon request by an employee, the City Manager's designee for Risk Management shall audit the employees' work environment for correct ergonomic functionality and shall make reasonable and appropriate corrections.

Those employees issued such equipment will be responsible for such safety equipment, and any loss or damage due to the neglect of the employee may require the employee to pay for the replacement of said City-issued equipment.

**Section 9.9 Parking.** - The City shall provide seventeen (17) parking spaces at a lot comparable to Lot 11 for the exclusive use of on-duty Lifeguards. Such parking spaces shall be clearly marked. This Section may become moot if the Lifeguards are able to work out a reporting system that would allow them to proceed directly by their private vehicles to their respective lifeguard stands.

**Section 9.10 Glasses and Hats.** - The City agrees to reimburse Lifeguards and Pool Guards I and II for the purchase and/or repair of sunglasses up to a maximum allowable reimbursement of \$60.00 per employee in each fiscal year.

In order to be reimbursed, the employee must request a reimbursement, in writing, and attach a store receipt reflecting such purchase and/or repair.

**Section 9.11 Notification in the Event of Transfer or Contracting Out.** - When the City contemplates entering into a contract with an outside supplier or service agency to perform services presently being performed by the Bargaining Unit employees and such contract shall result in the lay-off of any bargaining unit employee, the City agrees that it will, upon written request, meet and discuss with the representatives of the Union the effect of such contract upon members of the Bargaining Unit.

If the City enters into such a Contract and, as a result thereof, an employee will be laid off, the City agrees to ask the Contractor to provide first consideration for such employee for any available work.

In the event that the employee is not employed by the Contractor, the City will offer such employee another available job with the City, if there is a budgeted vacancy and the employee affected by the subcontracting is qualified to perform. Questions of qualification to perform the job duties shall be decided in the sole discretion of the City Manager, or his/her designee for Human Resources.

If there are no jobs available, the Reduction in Force provision contained in this Agreement shall apply, provided that such laid-off employee shall be recalled to work before the City hires new, permanent employee to perform the work of the classification held by the employee at the time of the layoff.

This recall right shall exist for up to the individual's total service time with the City, but not to exceed two (2) years after the date of the person's layoff date, but such recall right shall cease as of two (2) years after layoff, or if the employee does not return to work as scheduled if he/she is offered a recall notice prior to the two (2) years.

It shall be the responsibility of the laid-off employee to notify the Human Resources Department when technical skills, training, and experience have been enhanced during the lay-off period, which may allow the individual to apply for another bargaining unit job with the City.

Nothing in this Section will be construed to limit the Union's right to bargain concerning the identified impact or effects of subcontracting out or transferring upon Bargaining Unit members.

**Section 9.12 Stress Reduction/Police Department's Public Safety Communications Unit -**

Those employees covered by this Agreement who work in the Miami Beach Police Department Communications Unit, will be given a stress reduction training program provided by the City. Such stress training will be a one-day stress seminar as given to sworn officers.

**Section 9.13 Bulletin Boards** - The Union may, at its own expense, place a bulletin board in each department, not to exceed approximately three feet by two feet (3' x 2') in size. The Bulletin Boards shall be used for posting the following notices only:

- a) Notices of Union Meetings.
- b) Notices of Union Elections.
- c) Reports of Union Committees.
- d) Recreational and Social Affairs of the Union.
- e) Any material of informational nature related to CWA.

Prior to posting, the material as described above shall be signed by an elected officer of the Union and submitted to the City Manager's designee for Labor Relations, for signature.

Materials, notices or announcements which contain anything political or controversial that might reflect upon the City, any of its employees, or any other labor organizations among its employees, or any materials, notices, or announcements which violate any of the provisions of this Section, shall not be posted.

Any materials that are posted which are not in conformance with this Section may be removed at the discretion of the City.

## **Section 9.14 Seniority**

- a) **Definition:** Seniority, for purposes of application of this Agreement except as otherwise stated is an employee's length of regular, full-time, continuous service with the City.

*Continuous* service refers to ongoing, unbroken service with the City. The parties agree that a voluntary resignation, retirement, or involuntary separation from employment with the City, such as termination for cause or a layoff, will interrupt continuous service and thus break that individual's seniority. The parties further agree that seniority is aggregated for all full time service only, even if an employee moves to part time status, so long as employment is regular and continuous. For example, if an employee works full time for five (5) years, is reduced to part-time status for six (6) months, and then resumes full time status for another six months, at the end of the six (6) years of employment that employee will have five and one half (5 ½) years of seniority.

*Regular* signifies the satisfactory completion of the probationary period following a probationary appointment or promotion and immediately preceding a regular appointment. Regular employment means ongoing employment of an indefinite nature and not work performed as a temporary employee, seasonal employee or independent contractor.

*Full Time* means an employee regularly scheduled to work no less than 40 hours a week as defined in Section 7.3, Normal Workweek, of this Agreement.

For the purposes of seniority, compensated leave time, including but not limited to vacation, bereavement and sick time, all ISC (Injury Service Connected) time, and all approved Family Medical Leave Act (FMLA) leave (paid or unpaid), shall be counted as "regular, full time, continuous" service upon the employee's return to his/her job. Any time that an employee is AWOL or on any other form of unpaid absence, including sick time during probationary period or unapproved leave shall *not* be credited toward an employee's "regular, full time, continuous" service.

- b) When vacations are scheduled, permanent vacancies or shifts are filled, promotions are made to a position within the bargaining unit, seniority shall apply when all other factors are equal. Seniority will not apply in an emergency situation.
- c) In the event of same day hiring, seniority rank shall be determined in the order of standing on the eligibility list.

## **Section 9.15 Shoes.**

**Safety Shoes** - Employees in the following job classifications will be required to wear safety shoes during all working hours. Effective October 1, 2013, and each October thereafter, a safety shoe certificate will be provided to those employees in the following job classifications for the purchase of safety shoes meeting ASTM F2413-05 Federal Safety Standards.

Employees in the following classifications will make their safety shoe selection from a list of safety shoes, which will be developed by the Shoe Safety Committee comprised of two (2) Union representatives and two (2) Management representatives.

Air Conditioning Mechanic	Engineering Assistant I, II, III
Building Inspector	Mason
Carpenter	Masonry Helper
Carpenter II	Mechanical Inspector
Coin Room Money Handler	Painter
Electrical Inspector	Parking Meter Technician I, II
Electrician	Plumber
Elevator Inspector	Plumber Inspector

Reporting to work without the required safety shoes shall result in the employee being sent home without pay, immediately, for the balance of the day and may result in disciplinary action.

**Uniform Shoes** – Effective October 1, 2013, and each October thereafter, a shoe certificate will be provided to those employees in the following job classifications for the purchase of shoes. Those employees in the following classifications will make their shoe selection from a list of shoes, which will be developed by the Shoe Safety Committee comprised of two (2) Union representatives and two (2) Management representatives.

Code Compliance Administrator	Dispatcher Trainee
Communications Operator	Parking Enforcement Specialist I
Complaint Operator II	Parking Enforcement Specialist II
Crime Scene Technician I	Property Evidence Technician I
Crime Scene Technician II	Property Evidence Technician II
Code Compliance Officer I & II	Public Safety Specialist
Dispatcher	

Reporting to work without the required uniform shoes shall result in the employee being sent home without pay, immediately, for the balance of the day and may result in disciplinary action.

**Section 9.16 Labor/Management Committee.** - There shall be a four (4) member labor/management committee with two (2) members each appointed by the CWA President and the City Manager or his/her designee for Labor Relations. The committee shall meet at mutually agreed times to discuss matters of common interest such as critical incident debriefing, absenteeism control, etc. The labor/management committee is not a forum for collective bargaining or resolving specific grievances. Labor Management Committee meetings shall not count against the Union Time Bank.

**Section 9.17 Promotions.** - Within 120 days of the date the Agreement is ratified by the City, the Labor-Management Committee will meet to discuss selection procedures relative to promotions of bargaining unit employees to other bargaining unit positions.

**Section 9.18 Beach Patrol Promotions.** - The parties agree as follows:

- 1) To be eligible, applicants must attain and maintain Emergency Medical Technician (EMT) Certification prior to the promotional exam unless otherwise provided for in this Agreement.
- 2) During the first promotional opportunity for Lifeguard II and Lifeguard Lieutenant subsequent to ratification of this Agreement, applicants who are not EMT certified shall be eligible to apply for the promotional exam. If promoted, the employee shall have 12 months from his/her promotional date to obtain such certification. Should the employee fail to obtain his/her EMT Certification, the employee will not be eligible to retain regular status in the promotional classification nor will he/she be eligible to maintain his/her promotional rank. The employee shall be demoted to his/her previously held classification.
- 3) Eligible applicants for promotional exams shall be given a written and an oral examination.
- 4) Applicants must pass an ocean swim test under reasonably common conditions. Conduct of the swim test shall be monitored by Human Resources.
- 5) Applicants must have received at least a satisfactory evaluation in each element of their most recent performance review to be eligible to take the promotional examination.

- 6) The written tests shall be developed under the direction of Human Resources. The reading list for examination materials from which the questions are drawn will be set by the City Manager's designee for Human Resources after consultation with the Department Director and the Union. Any reading lists will be posted at least thirty (30) days prior to the administration of such tests. A copy of an examinee's graded answer sheet shall be furnished to the examinee upon completion of the grading, if requested. All challenges of questions on the written tests must be made in writing to the City Manager's designee for Human Resources within two (2) working days of the testing dates and he/she shall conclusively decide the challenge.
- 7) For the oral tests, questions shall be job related and evaluators shall use common criteria to assess the quality of candidates' answers and to determine scores. Final scores on oral examinations shall be the average of all scores made by evaluators.
- 8) Oral test evaluators shall be knowledgeable of the target position, shall include at least one person who is not a City employee, and shall be selected by Human Resources.
- 9) Promotional lists shall expire two (2) years after the posting of the results of a promotional test or where lists have been combined, two (2) years after the combining of the old and new lists.

**ARTICLE 10**  
**DRUG AND ALCOHOL TESTING**

**Section 10.1.**

The City and the CWA recognize that employee use of illegal substances, abuse and misuse of controlled substances, and alcohol abuse have an adverse impact on City government, the image of City employees, the general health, welfare and safety of employees, and the public at large. To demonstrate the commitment by the City and the CWA, employees shall be subject to random drug and alcohol testing, and reasonable suspicion testing.

Those employees who have a CDL license and are in the CDL Drug Testing Pool will not be a part of the CWA Drug Testing Pool since the employees who hold a CDL license are already being randomly tested.

All random and reasonable suspicion testing protocols shall comply with Title 49 Code of Federal Regulations, Part 40.

**Section 10.2.**

Using, selling, possessing or being under the influence of illegal drugs while on or off-duty is prohibited. Employees are further prohibited from consuming alcohol on-duty and/or consuming or abusing alcohol off-duty to the extent that such use and/or abuse may have an effect upon the performance of job functions.

The use of controlled substances is permitted only when prescribed by a licensed health care provider and properly used by the employee/patient. Misuse or abuse of prescribed controlled substances is prohibited.

If a test result for a controlled substance is positive, the employee shall be solely responsible for providing the Medical Review Officer (MRO) with the prescription number and the name and telephone number of the pharmacy where the prescription was filled. A new or back-dated unfilled prescription shall not be accepted.



The City's current 10-panel drug test and cut-off levels are as follows:

<u>Drug</u>	<u>Initial Test Level</u>	<u>GC/MS Confirm Test Level</u>
<u>Amphetamines</u>	<u>1000 ng/ml</u>	<u>500 ng/ml</u>
<u>Barbiturates</u>	<u>300 ng/ml</u>	<u>150 ng/ml</u>
<u>Benzodiazepines</u>	<u>300 ng/ml</u>	<u>150 ng/ml</u>
<u>Cocaine metabolites</u>	<u>300 ng/ml</u>	<u>150 ng/ml</u>
<u>Marijuana metabolites</u>	<u>50 ng/ml</u>	<u>15 ng/ml</u>
<u>Methadone</u>	<u>300 ng/ml</u>	<u>300 ng/ml</u>
<u>Methaqualone</u>	<u>300 ng/ml</u>	<u>150 ng/ml</u>
<u>Opiates</u>	<u>2000 ng/ml</u>	<u>2000 ng/ml</u>
<u>Phencyclidine</u>	<u>25 ng/ml</u>	<u>25 ng/ml</u>
<u>Propoxyphene</u>	<u>300 ng/ml</u>	<u>150 ng/ml</u>

In the case of an alcohol test, a result of 0.04 or greater constitutes a positive result. A confirmation breathalyzer test shall be administered following the initial test in accordance with the procedures in Title 49 Code of Federal Regulations, Part 40.

### **Section 10.3. Drug/Alcohol Random Screening.**

Urine analysis shall be administered to test for unlawful drugs and controlled substances. Breathalyzer testing shall be administered to test for alcohol. Employees shall be selected using a random selection process and shall be tested during their normal tour of duty. Employees will be selected for testing from a blind list by the Human Resources Director or his/her designee.

### **Section 10.4. Drug/Alcohol Reasonable Suspicion Testing.**

The City Manager, Assistant City Managers, Department Directors, or in the Department Director's absence, the appropriate Assistant Director or Division Director, may direct an employee to submit to a urine analysis and breathalyzer, when there is reasonable suspicion that an employee is under the influence of or using alcohol, drugs or controlled substances on-duty, on an off-duty detail and/or when the employee has caused, contributed to or been involved in an accident (i.e., while operating a City vehicle whether on-duty or off-duty). All reasonable suspicion tests must be coordinated through the Employee Relations Manager who is available 24/7 for this specific function.

#### **Section 10.5. Positive Drug and/or Alcohol Test Results.**

The parties agree that positive results to random or reasonable suspicion drug or alcohol tests with no legitimate medical explanation, or in violation of the terms and conditions set forth in this Agreement, shall result in the employee's termination from employment. The employee may grieve said discipline through the contractual grievance/arbitration process.

#### **Section 10.6. Refusal to Submit.**

The parties agree that an employee's refusal to submit (which includes adulterating a specimen or submitting a false specimen) to drug or alcohol testing in accordance with the provisions of this Article shall result in the employee's termination. The employee may grieve said discipline through the contractual grievance/arbitration process.

#### **Section 10.7 Last Chance Agreement.**

Employees testing positive may be offered the opportunity to enter into a "Last Chance Agreement". Offering an employee a last chance agreement in no way precludes the City from taking concurrent disciplinary action. The Agreement shall require participation in a rehabilitation program, unannounced follow-up testing for a period of two years and such other requirements as set forth by the City. The City reserves the right to terminate an employee without providing him/her with a Last Chance Agreement. Employees under a Last Chance Agreement who test positive shall be terminated from employment with the City and this is not grievable under the grievance procedure. Employees may be given no more than one (1) chance for substance abuse rehabilitation during employment with the City.

**ARTICLE 11**  
**ENTIRE AGREEMENT**

The Union acknowledges that during negotiations resulting in this Agreement, it had the right and opportunity to make demands and proposals with respect to any and all subjects not removed by law from the area of collective bargaining and that the complete understanding and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union waives the right, during the term of this Agreement, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, and it particularly waives the right to bargain (except impact bargaining) over the City's exercise or any of its management's rights set forth in Article 6 of this Agreement, e.g., changing work hour schedule, transferring employees, laying off employees, etc.

This Agreement may be amended by mutual agreement of the parties but any amendments must be in writing and signed by duly authorized representatives of the parties before it will be effective.

## **ARTICLE 12**

### **SAVINGS**

If any provisions of this Agreement are subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon issuance of such a decision or declaration which is not appealed by either party, the parties shall, following a request by either party, negotiate in good faith on a substitute article, section or portion thereof.

**ARTICLE 13**  
**TERM OF CONTRACT**

This agreement shall become effective upon City Commission approval, and shall remain in effect until the 30th day of September 2015. It shall be automatically renewed thereafter from year to year unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date of the Agreement.

Executed by the parties hereto on the 28 day of October, 2013.

COMMUNICATIONS WORKERS OF AMERICA

By: Richard McKinnon  
Richard McKinnon  
CWA President

CITY OF MIAMI BEACH

By: Jimmy L. Morales  
Jimmy L. Morales  
City Manager

Approved by vote of the City Commission, July 17, 2013.

Matti Herrera Bower  
Matti Herrera Bower  
Mayor

ATTEST:

Rafael E. Granado  
Rafael E. Granado  
City Clerk



## **RATIFICATION**

This Agreement was ratified on July 15, 2013 by a majority vote of bargaining unit members represented by Communications Workers of America (CWA), employed by the City of Miami Beach.

Attesting to the above are CWA Local 3178's Negotiation Team members:

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Richard D. McKinnon, President & Chief Negotiator

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Martha Nino, Chairperson, Section 1

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Eduardo Carranza, Chairperson, Section 2

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Warren Green, Chairperson, Section 3

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Alex Ott, Chairperson, Section 4

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Jason Casanova, Chairperson, Section 5

## APPENDIX A



**Exhibit #1**  
**Classification/Compensation Plan**

<b>Classification</b>	<b>Range</b>
Clerk	H15
Coin Room Money Handler	H16
Clerk Typist	H17
Masonry Helper	H18
Account Clerk I	H20
Admin Aide I	H20
Data Entry Clerk	H20
Duplicating Equip Operator	H20
Permit Clerk I	H20
Police Records Technician	H20
Revenue Processor I	H20
Parking Enforcement Spec I	H22
Account Clerk II	H23
Meter Analyst	H23
Parking Meter Tech I	H23
Permit Clerk II	H23
Property Evidence Tech I	H23
Public Safety Specialist	H23
Revenue Processor II	H23
Admin Aide II	H24
Admin Secretary	H24
Buyer	H24
Engineering Assistant I	H24
Field Inspector I	H24
Financial Specialist I	H24
Painter	H24
Parking Dispatcher	H24
Account Clerk III	H25
Admin Asst I	H25
Communications Operator	H25
Dispatcher Trainee	H25
Parking Enforcement Spec II	H25
Parking Meter Tech II	H25
Code Compliance Officer I	H26
Commission Reporter I	H26

<b>Classification</b>	<b>Range</b>
Complaint Operator II	H26
Crime Analysis Specialist	H26
Financial Specialist II	H26
Carpenter I	H27
Dispatcher	H27
Engineering Assistant II	H27
Mason	H27
Property Evidence Tech II	H27
Carpenter II	H28
Code Compliance Officer II	H28
Commission Reporter II	H28
Financial Specialist III	H28
Police Fleet Specialist	H28
Planning Technician	H29
Engineering Assistant III	H30
Field Inspector II	H30
Crime Scene Technician I	H31
Police Photographer	H31
Air Conditioning Mechanic	H34
Code Compliance Admin.	H34
Crime Scene Technician II	H34
Building Inspector	H34
Electrical Inspector	H34
Electrician	H34
Elevator Inspector	H34
Engineering Inspector	H34
Mechanical Inspector	H34
Plumber	H34
Plumbing Inspector	H34
Pool Guard I	H50
Pool Guard II	H52
Lifeguard I	H52
Lifeguard II	H56
Lifeguard Lt.	H58

<b>Exhibit #2</b>							
<b>Fiscal Year 2012/2013 and Fiscal Year 2013/2014</b>							
<b>Classification/Compensation Plan – Reflects Extension of Ranges for Lifeguard II and Lifeguard Lt.</b>							
<b>(Effective in the 1st full pay period beginning October 2012)</b>							
<b>Range</b>		<b>Min</b>	<b>Max</b>		<b>Range</b>	<b>Min</b>	<b>Max</b>
<b>H15</b>	<b>Annual</b>	<b>\$31,087.27</b>	<b>\$45,023.65</b>		<b>H32</b>	<b>Annual</b>	<b>\$51,382.53</b>
							<b>\$81,178.04</b>
<b>H16</b>	<b>Annual</b>	<b>\$32,019.90</b>	<b>\$46,374.36</b>		<b>H33</b>	<b>Annual</b>	<b>\$53,437.83</b>
							<b>\$84,425.16</b>
<b>H17</b>	<b>Annual</b>	<b>\$32,980.50</b>	<b>\$47,765.59</b>		<b>H34</b>	<b>Annual</b>	<b>\$55,575.35</b>
							<b>\$87,802.16</b>
<b>H18</b>	<b>Annual</b>	<b>\$33,969.90</b>	<b>\$49,198.57</b>		<b>H35</b>	<b>Annual</b>	<b>\$57,798.36</b>
							<b>\$91,314.25</b>
<b>H19</b>	<b>Annual</b>	<b>\$34,989.01</b>	<b>\$50,674.52</b>		<b>H36</b>	<b>Annual</b>	<b>\$60,110.30</b>
							<b>\$94,966.82</b>
<b>H20</b>	<b>Annual</b>	<b>\$36,038.68</b>	<b>\$52,194.75</b>		<b>H37</b>	<b>Annual</b>	<b>\$62,514.71</b>
							<b>\$98,765.49</b>
<b>H21</b>	<b>Annual</b>	<b>\$37,119.84</b>	<b>\$53,760.58</b>		<b>H50</b>	<b>Annual</b>	<b>\$39,593.97</b>
							<b>\$57,900.62</b>
<b>H22</b>	<b>Annual</b>	<b>\$38,233.44</b>	<b>\$55,373.41</b>		<b>H51</b>	<b>Annual</b>	<b>\$40,781.80</b>
							<b>\$60,216.64</b>
<b>H23</b>	<b>Annual</b>	<b>\$39,380.43</b>	<b>\$57,034.61</b>		<b>H52</b>	<b>Annual</b>	<b>\$42,005.24</b>
							<b>\$62,625.30</b>
<b>H24</b>	<b>Annual</b>	<b>\$40,561.85</b>	<b>\$59,315.99</b>		<b>H53</b>	<b>Annual</b>	<b>\$43,265.40</b>
							<b>\$65,130.32</b>
<b>H25</b>	<b>Annual</b>	<b>\$41,778.71</b>	<b>\$61,688.64</b>		<b>H54</b>	<b>Annual</b>	<b>\$44,563.36</b>
							<b>\$67,735.53</b>
<b>H26</b>	<b>Annual</b>	<b>\$43,032.07</b>	<b>\$64,156.18</b>		<b>H55</b>	<b>Annual</b>	<b>\$45,900.27</b>
							<b>\$70,444.95</b>
<b>H27</b>	<b>Annual</b>	<b>\$44,323.03</b>	<b>\$66,722.43</b>		<b>H56</b>	<b>Annual</b>	<b>\$47,277.19</b>
							<b>\$73,262.63</b>
<b>H28</b>	<b>Annual</b>	<b>\$45,652.72</b>	<b>\$69,391.33</b>		<b>H57</b>	<b>Annual</b>	<b>\$48,695.58</b>
							<b>\$76,193.27</b>
<b>H29</b>	<b>Annual</b>	<b>\$47,022.30</b>	<b>\$72,166.98</b>		<b>H58</b>	<b>Annual</b>	<b>\$52,162.85</b>
							<b>\$79,241.07</b>
<b>H30</b>	<b>Annual</b>	<b>\$48,432.96</b>	<b>\$75,053.66</b>		<b>H59</b>	<b>Annual</b>	<b>\$54,249.22</b>
							<b>\$82,410.63</b>
<b>H31</b>	<b>Annual</b>	<b>\$49,885.95</b>	<b>\$78,055.81</b>		<b>H60</b>	<b>Annual</b>	<b>\$56,419.19</b>
							<b>\$85,707.04</b>

<b>Exhibit #3</b>							
<b>Fiscal Year 2014/2015</b>							
<b>Classification/Compensation Plan – Reflects 3% COLA October 1, 2014</b>							
<b>(Effective in the 1st full pay period ending in October 2014)</b>							
<b>Range</b>		<b>Min</b>	<b>Max</b>		<b>Range</b>	<b>Min</b>	<b>Max</b>
<b>H15</b>	<b>Annual</b>	<b>\$32,019.89</b>	<b>\$46,374.36</b>		<b>H32</b>	<b>Annual</b>	<b>\$52,924.01</b>
							<b>\$83,613.38</b>
<b>H16</b>	<b>Annual</b>	<b>\$32,980.50</b>	<b>\$47,765.59</b>		<b>H33</b>	<b>Annual</b>	<b>\$55,040.96</b>
							<b>\$86,957.91</b>
<b>H17</b>	<b>Annual</b>	<b>\$33,969.92</b>	<b>\$49,198.56</b>		<b>H34</b>	<b>Annual</b>	<b>\$57,242.61</b>
							<b>\$90,436.22</b>
<b>H18</b>	<b>Annual</b>	<b>\$34,989.00</b>	<b>\$50,674.53</b>		<b>H35</b>	<b>Annual</b>	<b>\$59,532.31</b>
							<b>\$94,053.68</b>
<b>H19</b>	<b>Annual</b>	<b>\$36,038.68</b>	<b>\$52,194.76</b>		<b>H36</b>	<b>Annual</b>	<b>\$61,913.61</b>
							<b>\$97,815.82</b>
<b>H20</b>	<b>Annual</b>	<b>\$37,119.84</b>	<b>\$53,760.59</b>		<b>H37</b>	<b>Annual</b>	<b>\$64,390.15</b>
							<b>\$101,728.45</b>
<b>H21</b>	<b>Annual</b>	<b>\$38,233.44</b>	<b>\$55,373.40</b>		<b>H50</b>	<b>Annual</b>	<b>\$40,781.79</b>
							<b>\$59,637.64</b>
<b>H22</b>	<b>Annual</b>	<b>\$39,380.44</b>	<b>\$57,034.61</b>		<b>H51</b>	<b>Annual</b>	<b>\$42,005.25</b>
							<b>\$62,023.14</b>
<b>H23</b>	<b>Annual</b>	<b>\$40,561.84</b>	<b>\$58,745.65</b>		<b>H52</b>	<b>Annual</b>	<b>\$43,265.40</b>
							<b>\$64,504.06</b>
<b>H24</b>	<b>Annual</b>	<b>\$41,778.71</b>	<b>\$61,095.47</b>		<b>H53</b>	<b>Annual</b>	<b>\$44,563.36</b>
							<b>\$67,084.23</b>
<b>H25</b>	<b>Annual</b>	<b>\$43,032.07</b>	<b>\$63,539.30</b>		<b>H54</b>	<b>Annual</b>	<b>\$45,900.26</b>
							<b>\$69,767.60</b>
<b>H26</b>	<b>Annual</b>	<b>\$44,323.03</b>	<b>\$66,080.87</b>		<b>H55</b>	<b>Annual</b>	<b>\$47,277.28</b>
							<b>\$72,558.30</b>
<b>H27</b>	<b>Annual</b>	<b>\$45,652.72</b>	<b>\$68,724.10</b>		<b>H56</b>	<b>Annual</b>	<b>\$48,695.51</b>
							<b>\$75,460.51</b>
<b>H28</b>	<b>Annual</b>	<b>\$47,022.30</b>	<b>\$71,473.07</b>		<b>H57</b>	<b>Annual</b>	<b>\$50,156.45</b>
							<b>\$78,479.07</b>
<b>H29</b>	<b>Annual</b>	<b>\$48,432.97</b>	<b>\$74,331.99</b>		<b>H58</b>	<b>Annual</b>	<b>\$53,727.74</b>
							<b>\$81,618.30</b>
<b>H30</b>	<b>Annual</b>	<b>\$49,885.95</b>	<b>\$77,305.27</b>		<b>H59</b>	<b>Annual</b>	<b>\$55,876.70</b>
							<b>\$84,882.95</b>
<b>H31</b>	<b>Annual</b>	<b>\$51,382.53</b>	<b>\$80,397.48</b>		<b>H60</b>	<b>Annual</b>	<b>\$58,111.77</b>
							<b>\$88,278.25</b>

## APPENDIX B

**CITY OF MIAMI BEACH  
BARGAINING UNIT GRIEVANCE PROCEDURE FORM**

**UNION GRIEVANCE #:** \_\_\_\_\_ **LABOR RELATIONS**  
**GRIEVANCE #:** \_\_\_\_\_

*Instructions: Spaces 1-9 should be printed so that the same information appears at all steps. The lower portion is to be completed at each step.*

**1. Bargaining Unit : COMMUNICATIONS WORKERS OF AMERICA (CWA) - LOCAL 3178**

**2. Date Grievant(s) became aware of the alleged violation(s):**

\_\_\_\_/\_\_\_\_/\_\_\_\_

**3. Grievant's Name(s) & Classification(s):**

**4. Grievant's Department/Division & Telephone Ext. (\_\_\_\_):**

**5. Grievant's Immediate Supervisor & Telephone Ext. (\_\_\_\_):**

**6. Statement/Nature of Grievance:**

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**7. Contract Article(s) Alleged Violated:**

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**8. Suggested Adjustment:**

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**9. \_\_\_\_\_**  
**Grievant's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Union Representative's Signature**

\_\_\_\_\_  
**Date**

**TO BE COMPLETED, SIGNED IN BLUE INK AND PRESENTED AT EACH STEP**

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<p><b>STEP 1 - RESPONSE (FROM DIVISION TO PRESENTER)</b> _____ Grievance Denied (state why):</p> <p>_____ Grievance Resolved (state how):</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>(signature/title) _____ Date: _____ <b>Received by</b> (Print): _____</p> <p>Date: _____</p>	
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<p><b>STEP 2 - RESPONSE (FROM DEPARTMENT TO PRESENTER)</b> _____ Grievance Denied (state why):</p> <p>_____ Grievance Resolved (state how):</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>(signature/title) _____ Date: _____ <b>Received by</b> (Print): _____</p> <p>Date: _____</p>	
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<p><b>STEP 3 - RESPONSE - Reply from City Manager's designee/Labor Relations is attached</b></p> <p>(signature/title) _____ Date: _____ <b>Received by</b> (Print): _____</p> <p>Date: _____</p>	
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**AGREEMENT**

**BETWEEN**

**CITY OF MIAMI BEACH, FLORIDA**

**and**

**MIAMI BEACH FRATERNAL ORDER OF POLICE**

**WILLIAM NICHOLS LODGE NO. 8**

**Period Covered**

**October 1, 2012 through September 30, 2015**

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## AGREEMENT

THIS AGREEMENT, made and entered into this 11<sup>th</sup> day of September, 2013, by and between the CITY OF MIAMI BEACH, FLORIDA (herein called the "City"), and the MIAMI BEACH FRATERNAL ORDER OF POLICE, WILLIAM NICHOLS LODGE NO. 8 (herein called the "FOP").

## PREAMBLE

WHEREAS, the FOP has been selected as the sole and exclusive bargaining representative by a majority of employees in the certified bargaining unit set forth in Article 1, and has been recognized by the City pursuant to the laws of the State of Florida as the sole and exclusive bargaining representative for said employees; and

WHEREAS, it is the intention of the parties to this Agreement to provide in manner which is binding and superior to ordinances and personnel rules of the City, for a salary schedule, fringe benefits, and conditions of employment of the employees covered by this Agreement, and to provide for the continued and efficient operation of the City's Police Department; and to provide for an orderly and prompt method of handling and processing grievances; and

WHEREAS, the FOP and the City agree to seek and maintain high standards for the operation of the Police Department;

NOW, THEREFORE, the parties agree as follows:

**ARTICLE 1**  
**RECOGNITION**

The City recognizes the FOP as the sole and exclusive bargaining representative for the purpose of wages, hours, and other terms and conditions of employment for employees in the following classifications in the Police Department (hereafter "employees"):

Trainees

Police Officers

Sergeants of Police

Lieutenant of Police

Detention Officers

All other employees in other existing classifications are specially excluded.

## **ARTICLE 2**

### **DEDUCTION OF DUES**

#### **Section 2.1 – Check-off**

Upon receipt of a lawfully executed written authorization from an employee which is presented to the City by an official designated by the FOP in writing, the City agrees during the term of this Agreement to deduct biweekly FOP dues of such employees from their pay and remit such deductions to the FOP Treasurer within fourteen (14) calendar days however, such authorization is revocable at the employee's will upon thirty (30) days' written notice to the City and the FOP. The City shall deduct the dues from the FOP members who have authorized such a deduction in the following manner: Each member's biweekly wages shall be reduced by the amount equal to one and one half percent (1.5%) of the annual minimum of the pay range of the Police Officer Classification, divided by twenty-six (26) pay periods.

For example:

The current annual minimum for the Police Officer Classification is \$53,309.01.

$\$53,309.01 \times .015 = \$799.64 / 26 = \$30.76$

\$30.76 shall be deducted biweekly from the member's paycheck.

The FOP shall be responsible for advising the City of any change in the percentage of dues calculation in writing. The City shall revise the calculation for each authorized deduction whenever a change to the annual minimum of the pay range of the Police Officer Classification is made, or whenever so notified in writing by the FOP of a change in the percentage.

The City agrees to use diligence in making prompt delivery of monies owed to the FOP. The charge for dues deductions shall be calculated by multiplying one average run of check-offs by four (4) and multiplying the product by seven cents (\$0.07). The City shall notify the FOP of the amount owed no later than September 1 of each year. The FOP shall make payment to the City no later than September 30 of each year. The FOP will notify the City in writing of the exact amount of such uniform membership dues to be deducted. The FOP will notify the City thirty (30) days prior to any change in its dues structure or if there are additions or deletions to the established check-off list.

#### **Section 2.2 – Legal Services Trust Fund**

If the FOP establishes a Legal Services Trust Fund, upon receipt of a lawfully executed written authorization from an employee which is presented to the City by an official designated by the FOP in writing, the City agrees during the term of this Agreement to take biweekly deductions from such employees from their pay and remit such deductions to the Trustee within fourteen (14) calendar days; however, such authorization is revocable at the employee's will upon thirty

(30) days' written notice to the City and the FOP. There will be no charge to the FOP for Legal Services Trust Fund deductions.

The FOP will notify the City in writing of the exact amount of such uniform Legal Services Trust Fund deductions. The FOP will notify the City thirty (30) days prior to any change in the deduction structure or if there are additions or deletions to the established Legal Services Trust Fund deduction structure.

### **Section 2.3 – Indemnification**

The FOP agrees to indemnify and to hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article; provided, that the City will not be indemnified or held harmless for any intentional tort. This indemnification is not intended to cover claims made by, or on behalf of the FOP.

## **ARTICLE 3**

### **GRIEVANCE PROCEDURE**

#### **Section 3.1 – Definition of Grievance and Time Limit for Filing**

A grievance is a dispute involving the interpretation or application of the express terms of this Agreement, excluding matters not covered by this Agreement; or where Personnel Board rules and regulations are involved; provided that disciplinary actions, including discharges, may be grieved under this Article, as provided herein. See Section 3.7 (Election of Remedies) for procedures to be utilized in particular circumstances. No grievance shall be entertained or processed unless it is submitted within twenty (20) workdays (excluding Saturday, Sunday, or holidays recognized by the City) after the occurrence of the first event giving rise to the grievance or within twenty (20) workdays after the employee, through the use of reasonable diligence, should have obtained knowledge of the occurrence of the first event giving rise to the grievance.

#### **Section 3.2 – Grievance Procedure**

The FOP shall have the right to initiate and process grievances on its own behalf or on behalf of named members of the bargaining unit. However, the FOP shall have the right in its sole discretion not to process grievances on behalf of bargaining unit members who are not members of the FOP, provided it notifies said employee of its decision not to proceed. Grievances shall be processed, individually, as follows:

- Step 1:** The grievance shall be presented, in writing on the Grievance Form supplied by the City, to the employee's unit or division commander or a designated representative, who shall answer within five (5) workdays after such receipt. The employee will also provide the FOP with a copy of said grievance.
  
- Step 2:** If the grievance is brought by the FOP on its own behalf, or if the grievance is brought on behalf of an individual(s) and is not settled in Step 1 and an appeal is desired, it shall be referred in writing to the Police Chief or his designee. The Election of Remedy Form shall be completed and signed by the FOP and/or the grievant, and attached to the Step 2 grievance. The Police Chief shall discuss the grievance within ten (10) workdays with the employee and the FOP grievance committee at a time designated by the Police Chief. If no settlement is reached, the Police Chief shall give the City's written answer to the employee and the FOP grievance committee within five (5) workdays following their meeting.



**Step 3:** If the grievance is not settled in Step 2 and both the employee and FOP grievance committee desire to appeal, or if it is a class grievance filed by the FOP and at least one employee of the named class and FOP grievance committee desire to appeal, it shall be appealed in writing to the City Manager or his designee for Labor Relations within fifteen (15) workdays after the City's answer in Step 2. A meeting between the City Manager or his designee, the employee, and the FOP grievance committee shall be held at the time designated by the City Manager within fifteen (15) workdays. If no settlement is reached, the City Manager shall give City's written answer to the employee and the FOP grievance committee within fifteen (15) workdays following the meeting.

### **Section 3.3 – Binding Arbitration**

If the grievance is not resolved in Step 3 of the grievance procedure, the FOP grievance committee, with the concurrence of the employee who filed the grievance, or if it is a class grievance filed by the FOP, with the concurrence of at least one employee of the named class, or if it is a grievance filed by the FOP on its own behalf, may refer the grievance to binding arbitration within fifteen (15) after receipt of the City's answer in Step 3. The parties shall attempt to agree upon an arbitrator within fifteen (15) workdays after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said fifteen (15), the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Both the City and the FOP shall have the right to strike two names. The name remaining after the City strikes shall be the arbitrator. The arbitrator shall be notified of his selection within five (5) workdays by a joint letter from the City and the FOP requesting that he advise the parties of his availability for a hearing. The parties may select a permanent arbitrator in lieu of the selection procedure set forth in this section.

### **Section 3.4 – Authority of Arbitrator**

The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him in writing by the City and the FOP, and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall submit in writing his decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, provided that the parties may mutually agree in writing to extend said limitation.

The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. If the arbitrator acts in accordance with this Section, the decision of the arbitrator shall be final and binding.

### **Section 3.5 – Expenses of Arbitration**

The fee and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the City and the FOP; provided, however, each party shall be responsible for compensating its own representatives or witnesses.

### **Section 3.6 – Processing Grievances**

All grievance discussions and investigations shall take place in a manner which does not interfere with the operation of the Police Department. Any time spent by the Grievance Committee of the FOP in discussions or processing grievances at Step 1, 2, or 3 during their working hours shall not result in a loss of earnings or benefits.

### **Section 3.7 – Election of Remedies**

Disciplinary actions may be grieved (1) under the grievance/arbitration provisions contained in this Article or (2) to a Hearing Examiner, who shall be selected by utilizing the procedures outlined in Section 3.3 of this Article. A grievance involving the interpretation or application of this Agreement may be grieved solely under the grievance/arbitration provisions contained in this Article. Grievances regarding certain non-disciplinary matters, such as disagreements as to the waiving or application of changes to personnel rules or other work rules or policies may be filed via the Personnel Board procedures.

The decision of the hearing officer shall be final & binding. The cost of a Hearing Examiner shall be borne by the City. Any proceedings before the Hearing Examiner shall be conducted pursuant to the attached Hearing Examiner Rules.

### **Section 3.8 – Probationary Period**

Nothing herein shall in any way affect the discretion presently accorded the Police Chief with respect to employees in their probationary period following hire or in their probationary period following promotion. It is specifically understood by the parties that the exercise of the Police Chief's discretion in this regard shall not in any way be subject to the grievance procedure set forth herein.

### **Section 3.9 – FOP Grievance Committee**

The FOP shall appoint a Grievance Committee of not more than three (3) members, and shall notify in writing the Police Chief and the City Manager's designee for Labor Relations of the name or names of the employee or employees serving on this committee and of any changes in

the numbers of this committee. The members of this committee may not conduct any investigation while on duty without receiving the permission of the Police Chief, or in his absence, the duly authorized representative acting in his behalf; however, such permission shall not be unreasonably withheld. Department clerical personnel will not be used by the grievance committee in grievance matters. The grievance committee shall not unreasonably use other departmental resources for the purpose of conducting grievance-related work.

### **Section 3.10 – Waiver of Time Limitations or Steps**

The parties may mutually agree in writing to extend any of the time limitations set forth above for the processing of grievances and may also waive any of the intermediate steps of the grievance procedure in writing.

**ARTICLE 4**  
**NO STRIKE AND NO LOCKOUT**

**Section 4.1 – No Strike**

The parties hereby recognize the provisions of Chapter 447, Florida Statutes, which define strikes, prohibit strikes, and establish penalties in the case of a strike, and incorporate those statutory provisions herein by reference.

**Section 4.2 – No Lockout**

The City will not lockout any employees during the term of this Agreement as a result of a labor dispute with the FOP.

**ARTICLE 5**  
**MANAGEMENT RIGHTS**

It is recognized that except as stated herein, the City shall retain all rights and authority necessary for it to operate and direct the affairs of the City and the Police Department in all of its various aspects, including, but not limited to, the right to direct the work force; to plan, direct, and control all the operations and services of the Police Department; to determine the methods, means, organizations, and personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule the working hours; to hire and promote; to demote, suspend, discipline or discharge for just cause, or relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment, or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the expressed written provisions of this Agreement and that a grievance may be filed alleging such a conflict.

The City shall not employ more than thirty-eight (38) Reserve Police Officers. No Reserve Police Officers will be authorized to perform off-duty work as a police officer, unless reasonable efforts to fill an off duty job with bargaining unit member fails. Reserve Officers shall be compensated one dollar (\$1.00) per fiscal year.

## **ARTICLE 6**

### **POLICE EQUIPMENT**

The City agrees to continue the current policy of issuing equipment which includes shirts, pants, footwear, leather, department issued weapons, ammunition, handcuffs, expandable batons, light and heavy jackets, rain gear and traffic templates. Additionally, the City will supply an initial issue whistle to all patrol officers. Replacement of whistles shall be at the officer's expense. To the extent that a flashlight is a required article of equipment, the City shall provide it. The City will reimburse employees for the cost of replacement of protective vests up to a maximum of \$550.00, when needed. However, effective upon ratification of this Agreement, as long as the City is a recipient of the U.S. Department of Justice Bulletproof Vest Partnership (BVP) Grant, the City will reimburse employees for the cost of replacement of protective vests up to a maximum of \$750.00, when needed. If the City is no longer a recipient of the BVP Grant, then the reimbursement rate shall revert back to the \$550.00 amount.

Necessary ammunition will be issued to each employee every twelve (12) months to guarantee reliability of the ammunition.

#### **Retiree Service Weapon**

A bargaining unit member who retires in good standing from the City shall receive his/her service firearm upon retirement provided that the member does not retire in lieu of termination. The Police Chief (or designee) shall have the right to deny this benefit for any justifiable reason to be approved in conjunctions with the Human Resources Director (or designee).

All bargaining unit members who retire due to in-service connected injuries/disabilities regardless of creditable years of service with the City's Police Department shall be eligible to receive their service firearm.

## **ARTICLE 7**

### **HOURS OF WORK AND OVERTIME**

#### **Section 7.1 – Purpose**

This Article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

#### **Section 7.2 – Normal Workweek**

The normal workweek shall consist of forty (40) hours per week and such additional time (subject to Section 7.4 and 7.5 below) as may, from time to time, be required in the judgment of the City to serve the citizens of the City. The workweek shall begin with the employee's first regular shift each week. All hours scheduled in the normal workday will be consecutive. An employee called in early in advance of his normal shift starting time will not be sent home early on such day for the purpose of avoiding overtime unless such employee is in agreement with the request to leave early; provided, however, that except as limited by Section 7.3 below, the City shall retain its right to establish and modify normal work schedules.

#### **Section 7.3 – Four-Day Workweek**

The City shall extend the present policy of a four (4) day workweek to all employees in the bargaining unit except employees on light duty because of injuries or illness which are not service connected. Employees who suffered a service connected injury or illness and who are permitted to work light duty may work up to thirty-two (32) weeks, measured non-consecutively from the date of injury, on light duty on a 4-10 schedule, or to receive ISC payments for thirty-two (32) weeks, or a combination of both. Thereafter, the officer may be assigned to work a 5-8's shift in a light duty assignment during the pendency of his/her light duty.

Positions occupied by employees who are permitted to elect either a 4-10 or a 5-8 work schedule shall continue on that basis.

Detention Officers shall continue to work a 5-8 work schedule.

#### **Section 7.4 – Weekly Overtime**

For all hours actually worked in excess of forty (40) hours during an employee's workweek, the City will pay the employee one and one-half (1-1/2) times the employee's straight time hourly rate of pay. The current practice for calculating hours worked will remain in effect.

## **Section 7.5 – Distribution of Overtime Opportunity**

a) Overtime is recognized as being of three (3) general types within the Police Department:

1. **Carry-over Overtime** – Overtime for work carried over from an employee's regular duty assignment (e.g., uniform officer on arrest; detectives' on-going investigations). "Carry-over Overtime" shall not be subject to equal distribution rules.
2. **Staffing Overtime** – Overtime due to staffing needs. Staffing Overtime shall be distributed on a rotating basis, as equally as practicably possible, among employees in the particular work unit who are qualified to perform the particular overtime work, by departmental seniority.

Employees who are not in the particular work unit or division will not be assigned to Staffing Overtime unless reasonable attempts to assign employees from within the work unit or division have failed.

3. **Special Event Overtime** – Overtime for planned events or assignments. Special Event Overtime shall be distributed on a rotating basis, as equally as practicably possible, among all sworn employees in the Department who are qualified to perform the particular overtime work, by departmental seniority.

b) Records for Staffing Overtime will be maintained at the Platoon or work section level. Records for Special Event Overtime will be maintained at the Department level.

c) Pay for overtime work will be paid no later than two (2) full pay periods following the pay period in which the overtime/court attendance slip is submitted and approved by the employee's supervisor.

## **Section 7.6 – No Pyramiding**

Compensation shall not be paid more than once for the same hours with the exception of the assignment of "guaranteed minimum hours" provided for in Section 8.3, entitled Call in Pay; Section 8.12, entitled Court Time Compensation; and/or Off-Duty Assignments as outlined in the Department's Standard Operation Procedures (SOP's); or any other guaranteed minimum hours that are established during the term of this Agreement.



**ARTICLE 8**  
**WAGES AND FRINGE BENEFITS**

**Section 8.1 – Across-the-Board Wage Increases**

- a) Effective with the first pay period ending in October of 2012, there shall be no across-the-board wage increase.
- b) Effective with the first pay period ending in October of 2013, there shall be no across-the-board wage increase.
- c) Effective with the first pay period ending in October of 2014, there shall be a three (3%) across-the-board wage increase. This across-the-board wage increase shall increase the minimums and maximums of the pay ranges for those classifications covered by this Agreement.

**Section 8.2 – Police Vehicle Policy**

In an effort to reduce the long-term costs to the City in maintenance, repairs and liability, a take-home vehicle program will continue on a phased-in process to the extent that funds are available in compliance with State and Federal law from the Police Confiscated Fund.

Purchase Orders for the purchase of the vehicles for the take-home program shall be issued within 60 days after the receipt of the State of Florida contracted bid prices (estimated in January of each year). Bargaining unit members who are participants in the Take-Home Vehicle Program as of October 1, 1997, shall continue in the Take-Home Vehicle Program as prescribed by the City Commission approved Policy and the Department S.O.P. Thereafter, priority for allocation of take-home cars shall be given to all eligible personnel by Departmental seniority.

To defray the operating expense incurred by the City as a result of the non-official use of take-home vehicles, employees shall be assessed a user fee. The fee shall be based on the location of their primary residence as shown below:

<b>LOCATION</b>	<b>BIWEEKLY FEE</b>
Miami Beach	-0-
Dade County (other than Miami Beach)	\$25.00
Broward County	\$30.00
Palm Beach County (as limited below)	\$45.00 or \$75.00

The take-home vehicle program shall be available to any sworn officer who was hired before July 18<sup>th</sup>, 2001 [the ratification date of 2000-2003 Agreement] who resides in Miami-Dade or Broward County. Except as stated in this section, the take-home vehicle program shall not be

available to any sworn officer who is hired on or after July 18<sup>th</sup>, 2001 [the ratification date of the 2000-2003 Agreement] (except police applicants in the background process) and resides outside of Miami-Dade County but is available to a sworn officer who is living outside Miami-Dade County and moves back to Miami-Dade County.

As of July 2010, there were one hundred ten (110) cars allocated in the take home vehicle program for Broward County. Going forward, a number of vehicles to be determined (but no less than one hundred ten (110) vehicles) by the mutual agreement of the Police Chief and the FOP will be allocated for Broward County.

The four (4) police officers currently residing in Palm Beach County will be allowed to retain their take home cars and will continue to pay at their current rates (i.e., the \$45.00 or \$75.00 that applied to each of them respectively per the terms of the 2003-2006 Agreement) for their vehicles. When each one of these four (4) employees separate from City employment, the number of Palm Beach cars will be reduced as each employee leaves. Whenever one (1) of the four (4) Palm Beach County cars is eliminated, the number of Broward County take home cars will be increased by that same number. However, effective with the pay period upon ratification of this Agreement, these employees will contribute an additional seven dollars (\$7.00) take-home vehicle user fee for an eighteen (18) month rolling period. The additional seven dollar (\$7.00) contribution will be added to the take-home vehicle user fee amounts prescribed above. Upon the completion of the eighteen (18) month rolling period, the take-home user fee will revert back to the take-home vehicle user fee that is based on the location of the employee's primary residence as provided for above.

Employees may not park their cars in a location so as to circumvent the restrictions outlined in this section.

### **Section 8.3 – Compensation Plan**

#### **a) Entry Level Pay - Hired on or after October 1, 1997**

##### **1. Police Officer**

- a) Non-Certified Hire - A newly hired, non-certified Police Officer will be placed in the Police Officer Trainee Step 1 rate of pay while attending the Police Academy and until he/she receives notification of passing the State Certification examination. The pay period following the notification of passing the State Certification examination the bargaining unit employee will be placed in Police Officer Trainee Step 2 rate of pay for the duration of his/her first year of service. Upon completing his/her first year of

service, in accordance with Section 5 below, the bargaining unit employee shall be placed in Step A.

- b) Non-Florida Certified Hire Academy Required - A newly hired, Non-Florida certified Police Officer who is required to attend the Police Academy will be placed in the Police Officer Trainee Step 2 rate of pay while attending the Academy and until he/she receives notification of passing the State Certification examination. The pay period following the notification of passing the State Certification examination, the bargaining unit employee will be placed in Police Officer Trainee Step 3 rate of pay for the duration of his/her first year of service. Upon completing his/her first year of service, in accordance with Section 5 below, the bargaining unit employee shall be placed in Step A.
- c) Certified Hire with less than one (1) year of experience - A newly hired Police Officer with less than one (1) year of experience who is not required to attend the Police Academy shall be placed in the Police Officer Trainee Step 3 rate of pay for his/her first six (6) months of service and Step A for the duration of his/her first year of service.
- d) Certified Hire with or greater than one (1) year but less than three (3) years of experience - A newly hired Police Officer with or greater than one (1) year but less than three (3) years of experience shall be placed in Step A for the duration of his/her first year of service.
- e) Certified Hire with or greater than three (3) years of experience - A newly hired Police Officer with or greater than three (3) years of experience shall be placed in Step B for the duration of his/her first year of service.

2. Detention Officer

A newly hired Detention Officer will be placed in Step A of the pay scale for the duration of his/her first year of service.

- b) **State Certification Re-examination** – In the event a newly hired Police Officer who is required to take the State Certification examination fails to pass said examination, he/she shall be placed on a leave of absence without pay until such time as he/she passes the State Certification examination. Said bargaining unit employee shall sign

up for the next scheduled examination in the State of Florida and take the examination at his/her expense. In the event the bargaining unit employee fails the re-examination, his/her employment with the City shall terminate.

#### **Section 8.4 – Step and Longevity Increases**

All step and longevity increases shall become effective on the payroll period commencing nearest the employee's anniversary date, as per current practice. A step increase shall be awarded based upon the employee receiving a satisfactory evaluation during that rating period, as per current practice.

Effective April 1, 2015, one (1) additional step (Step I) shall be added to the maximum pay range for the classifications of Police Officer, Sergeant of Police and Lieutenant of Police. The additional step will increase the maximum of the range for the aforementioned classifications by five percent (5%). The minimum pay range shall remain as is and there shall be no immediate pay increase for any employees. Those employees at the maximum of the range (Step H) as of April 1, 2014, will move into the new step (Step I) on April 1, 2015, with their anniversary date reflecting April 1, for the sole purpose of their annual performance review. Thereafter, any employee in the aforementioned classifications who is at the maximum step of the range, (Step H), shall be eligible to proceed to Step I upon reaching his or her next anniversary date.

#### **Section 8.5 – Shift Differential**

At the time this Agreement was executed, the City maintained three standard shifts of work to-wit: a first shift starting at approximately 11:00 p.m.; a second shift (also called "Day Shift") starting at approximately 7:00 a.m.; and a third shift (also called "Afternoon Shift") starting at approximately 3:00 p.m.

If the City rearranges the shift scheduling or establishes any new shift, shift differential pay shall follow the below formula based on the time period in which a majority of hours are worked by the employee. If a majority of the non-standard shift hours are after 3:00 p.m., all the shift differential pay for all post 3:00 p.m. hours, effective October 1, 2006, shall be seventy-five cents (\$.75) per hour. If a majority of the non-standard hours are after 11:00 p.m., all the shift differential pay for all post 11:00 p.m. hours, effective October 1, 2006 shall be one dollar (\$1.00) per hour. However, effective September 30, 2015, if a majority of the non-standard shift hours are after 3:00 p.m., the shift differential pay for all post 3:00 p.m. hours shall be fifty cents (\$.50) per hour, which shall be added to the employee's hourly rate; and if a majority of the non-standard hours are after 11:00 p.m., the shift differential pay for all post 11:00 p.m. hours shall be seventy-five cents (\$.75) per hour, which shall be added to the employee's hourly rate.

### **Section 8.6 – Hazardous Duty Pay**

Effective April 1, 2015, all employees covered by this Agreement, shall receive Hazardous Duty Pay in the amount of one hundred (\$100.00) dollars per pay period. Hazardous Duty Pay shall not be considered as pensionable earnings.

### **Section 8.7 – Holidays**

Consistent with the City Commission holiday resolution and current department practices, the holiday benefits presently enjoyed by the employees covered by this Agreement shall continue. Employees shall be paid double time for all hours worked on a holiday. Employees whose regularly scheduled day off falls on a holiday shall be given another day off.

**The following holidays shall be recognized as follows:**

<b><u>Holidays</u></b>	<b><u>Recognized Date</u></b>
New Year's Day	January 1
Independence Day	July 4
Veterans Day	November 11
Christmas Day	December 25

### **Section 8.8 – Vacation Benefits**

Consistent with applicable ordinances, the vacation benefits presently enjoyed by the employees covered by this Agreement shall continue.

In the event an employee is not allowed to take a vacation because of scheduling by the City, he will, at the option of the City, either be paid in lieu of vacation time not used, or be allowed to accumulate into the next calendar year pursuant to existing rules governing accumulation. However, in no event shall an employee be penalized by losing accumulated vacation time because he was unable to use it because of departmental needs. This Section shall not apply to sick leave accumulation.

### **Section 8.9 – Sick and Vacation Leave Accrual and Payment on Termination**

All employees covered by this Agreement shall, under applicable ordinances, rules, and regulations, be allowed to accrue no more than 500 hours on an annual basis, and, except in accordance with provisions for postponement of vacation leave as set forth in Article 8, Section 7, of this Agreement; be permitted to transfer sick leave in excess of 360 hours to vacation leave at the rate of two days' sick leave to one day vacation leave to be used in the pay period year when transferred; be permitted a maximum payment at time of termination, death, or

retirement of, no more than 620 hours vacation leave and one half (1/2) of sick leave to a maximum of 600 hours.

- a) All members covered under this Agreement shall be entitled to a termination payout of one-half (1/2) of his/her accrued sick leave up to a maximum payout of 600 hours.

#### **Section 8.10 – Sick Leave Sell Back Program**

An annual sick leave sell back program, payable on a dollar for dollar basis, has been established and implemented as stated in this section, effective October 1, 2013. The annual sick leave sell back periods shall cover each of the following fiscal years: October 1, 2013, through September 30, 2014; and October 1, 2014, through September 30, 2015. Payments for each annual sick leave sell back period will be made in the last pay period in November after the closing of the applicable sell back period. The sick leave sell back program, inclusive of all provisions stipulated in this section, shall terminate on the expiration date of this agreement.

The sick leave sell back program will allow qualified employees to sell back their annual sick leave accrual during the sell back period, minus any sick and emergency vacation leave utilized during the same period, to be reduced on an hour for hour basis. Leave utilized under the Family and Medical Leave Act (FMLA) shall not reduce the sick leave sell back amount.

In order to qualify for participation in the sick leave sell back program, employees must: (1) Have been employed by the City throughout the entire sick leave sell back period being measured; and (2) Maintain at least three hundred (300) hours of combined accumulated sick and vacation leave, after each sell back date. The sick leave hours sold back as part of this program cannot cause the employee's accumulated sick and vacation leave to fall below the aforementioned minimum established thresholds.

#### **Section 8.11 – Bereavement**

When there is a death in the immediate family (mother, father, grandparents, grandchildren, current spouse's parents, brother, sister, current spouse, children or stepchildren or domestic

partner as defined in the Domestic Partner Leave Ordinance of an employee), he or she shall be allowed two (2) days off (or four (4) scheduled work days off per death if the funeral is held outside the State of Florida) for each death for the purpose of making arrangements and/or attending the funeral, without loss of pay and without charge to accrued sick leave or vacation days of said employee. In such circumstances, additional time off may be granted at the discretion of the Police Chief, and shall be chargeable to the accrued sick or vacation leave of such employee. Requests for additional time off shall be submitted in writing to the Police Chief.

#### **Section 8.12 – Court Time Compensation**

For attendance at court during off-duty hours for purposes related to employment with the City, employees shall be provided with time and one-half pay for such time spent at court with the following minimum hourly guarantees:

- a) During an employee's off-duty hours, a minimum of four (4) hours per day shall be guaranteed until September 30, 2015, at which time the minimum hours per day shall decrease to three and one-half (3 ½) hours. However, if an employee's first court appearance begins within one (1) hour of the start of his/her shift or ends within one (1) hour after the end of his/her shift, a minimum of two (2) hours per day shall be guaranteed.
- b) For the employee's second off-duty appearance in the same day, an additional two (2) hour minimum shall apply after the expiration of four hours (or two hours if the initial two-hour minimum was in effect).
- c) For the employee's third off-duty appearance in the same day, an additional one (1) hour minimum shall apply after the expiration of six hours (or four hours if the initial two-hour minimum was in effect).
- d) No Pyramiding. Compensation shall not be paid more than once for the same hours.

#### **Section 8.13 – Out-of-Classification Pay**

When an employee is assigned by the shift commander to perform at the level of a higher rank, he shall be paid for the duration of the assignment at an hourly rate of pay of two dollars (\$2.00) higher than his/her regular rate; provided that this shall in no way constitute an obligation to assign an employee to a higher classification under any circumstances and it is recognized that the City retains the right to determine when and for how long an employee will be temporarily assigned to a higher classification.

#### **Section 8.14 – Standby Pay**

When an employee is placed on standby during off-duty hours by order of the shift commander for the purpose of being available to return to duty to handle emergency crowd control or natural disasters, he will be paid one-half (1/2) of his regular base rate for all standby time up to a maximum of eight (8) full-time hours in a twenty-four (24) hour period, starting with the time he is notified to stand by. Standby remuneration shall cease at the earlier of sixteen (16) hours in a twenty-four (24) hour period or when the employee is notified by order of the shift commander that the standby order is rescinded. Standby hours shall not be considered as hours worked for purposes of overtime.

#### **Section 8.15 – Call-In Pay**

An employee who is called in to work outside of his normal tour of duty will be paid a minimum of two (2) hours' compensation at a rate of time and one-half the regular hourly rate, except when contiguous to the employee's regular schedule.

#### **Section 8.16 – Sunglasses and Prescription Glasses**

The City agrees to reimburse employees for the purchase or repair of sunglasses and prescription eyeglasses with a maximum allowable reimbursement of sixty (\$60.00) dollars per employee in a twelve (12) month period, when they are lost or damaged while the employee is engaged in active police work such as arrests, pursuit, physical conflict or vehicular accidents.

#### **Section 8.17 – Field Training Officer**

When an employee who has completed the field training officer program is assigned to on-duty training of a trainee or new police officer, the field training officer will receive an additional \$1.00 per hour for each hour(s) he is assigned to train. However, effective the first pay period of October 2010, those officers assigned by the Police Chief (or his designee(s)) to a Field Training Officer assignment will receive an allowance of \$114.94 during each pay period that they are assigned to the Field Training Officer Program, in lieu of the current \$1.00/hour (as stated above). The Police Chief, or his designee, in his sole discretion, may assign Officers to Field Training Officer (FTO) assignment.

#### **Section 8.18 – Injury Service Connected (ISC)**

For two (2) sixteen (16) week periods, the City agrees to compensate any member of the bargaining unit with the difference between the weekly disability workers' compensation benefit



received or which the employee is entitled to receive, and his or her regular rate of pay for any time lost from work due to injuries sustained under the following circumstances:

- a) While on duty and entitled to be paid by the City; or
- b) While reasonably exercising police officer functions within the City limits of Miami Beach while off duty; or while working a departmentally sanctioned off-duty job; or
- c) While exercising police officer functions when there is a physical danger to a person and the employee takes reasonable action off duty in the state of Florida; or
- d) When operating a City vehicle, being duly authorized to do so by the City; or while on a reasonably direct travel route to or from work and home in their private vehicle while within the City limits.
- e) In the circumstances described above (subparagraphs 1 through 4), the City agrees that it is and will consider itself the employer and the employee the City's employee.

After the advice and comments of the Police Chief and the FOP President, the City Manager, at his sole discretion, may extend the above described ISC payments beyond thirty-two (32) weeks. This decision is not subject to grievance or arbitration. The approvals for receipt of this compensation as presently required shall be continued.

#### **Section 8.19 – Special Assignment Allowance**

Employees assigned on a permanent basis to motorcycles shall receive a special assignment pay of five percent (5%) in accordance with existing practice.

Employees assigned to work a 5-8 shift shall receive a special assignment pay of two and one-half percent (2 ½%). Employees who are on 5-8 light duty because of non-service connected injury or illness shall not receive the special assignment pay. Employees who are on 5-8 light duty because of service-connected injury or illness, where the City doctor approves a 40-hour work schedule, and who have demonstrated the ability to work a 40-hour workweek, shall receive the special assignment pay for all hours worked on 5-8's. If the injury service connected light duty employee takes off work and receives ISC payments, the employee will not receive the two and one-half percent (2-1/2%) special assignment pay for time not worked.

### **Section 8.20 – Extra Weapon**

Employees will be allowed to carry a concealed, extra weapon while on duty, as approved by the range master.

### **Section 8.21 – Quality of Life**

The City agrees to continue a Quality of Life Program. The Quality of Life supplement pay shall be \$67.00 per pay period for those employees participating in the program, until the first full pay period beginning after October 1, 2014, when the supplement shall decrease to \$26.00 per pay period for those employees participating in the program.

The Police Chief or his designee shall develop certification requirements which employees must meet to be eligible for any Quality of Life supplement payments. The Quality of Life supplement will be made available to all qualifying Bargaining Unit Members.

### **Section 8.22 – Forced Holdover**

If an employee is forced to stay beyond the hours of his/her regular shift, such additional hours will be paid at double the regular rate. This provision applies to minimum staffing purposes only and does not include unexpected or special events such as, hurricanes or other acts of God, demonstrations, holiday or special events, etc.

### **Section 8.23 – Pension**

The pension benefits as they currently exist shall continue for all Bargaining Unit Members (except Detention Officers who are members of the City's general employees pension plan), except that the City shall amend the pension plan upon ratification of this Agreement, to provide the following benefits for plan members who retire on or after September 30, 2013 (except as otherwise specified below):

- A. Upon completion of five (5) years of creditable service under the pension system, members may purchase additional creditable service under the system for up to two (2) years of prior military service, in increments of up to three percent (3%) per year of service for a maximum additional multiplier of six percent (6%), purchased at ten (10%) or ten-and-one-half percent (10.5%) (for new hires required to contribute 10.5% to the plan as set forth in Section G), of pensionable salary for each year of military service purchased, with the cost prorated for fractional years of service. For purposes of this purchase, an employee may use the value of accrued sick and/or annual leave, valued at the employee's hourly rate at the time of purchase.

- B. The purchase of military service must be completed within thirty-six (36) months following a member's completion of five (5) years of creditable service under the pension plan. If a member does not complete the purchase within the thirty-six (36) month period, he/she shall not be eligible for the purchase in the future. Upon ratification of this agreement, those members who have attained at least five (5) years but no more than ten (10) years of creditable service, may purchase additional military service as provided for in Section A herein, within thirty-six (36) months. If a member does not complete the purchase within the thirty-six (36) month period, he/she shall not be eligible for the purchase in the future.
- C. All compensation for work performed pursuant to Off-Duty Assignments, as outlined in the Department's Standard Operating Procedures (SOP's), shall be included in a member's salary for pension purposes, and shall be used in the calculation of member contributions and benefits. Provided, in no event shall the value of unused sick and/or vacation time, overtime pay, and/or off-duty pay, exceed the caps presently specified in the Miami Beach Police and Fire Pension Ordinance. Effective upon ratification of this agreement, overtime in excess of three hundred (300) hours per year or payments for unused sick and/or vacation leave may not be included in compensation for pension purposes.

**D. DEFERRED RETIREMENT OPTION PLAN (DROP)**

1. **Eligibility** – Any active employee member of the Miami Beach Police and Firefighters Pension Plan may enter into the DROP on the first day of any month following the date upon which the employee first became eligible for a normal service retirement, subject to the conditions expressed herein or as modified from time to time.
2. **Conditions of Eligibility** – Upon becoming eligible to participate in the DROP, an employee may elect to enter that program for a period not to exceed sixty (60) months. Notwithstanding, participation may not continue beyond the date when the employee's combined years of creditable service and time in the DROP equals 396 months for members hired prior to July 14, 2010 or 408 months for members hired on or after July 14, 2010. Provided also that participation in DROP shall require the employee to complete and submit the following prior to start of DROP payments.
  - a. Such forms as may be required by the Pension Board of Trustee's Plan Administrator. Election in the DROP is irrevocable once DROP payments begin.
  - b. A waiver and an irrevocable resignation from employment with the actual date of termination being the date designated by the employee as the end of his/her DROP participation. The administration and timing of execution and delivery of

the waiver and resignation forms shall meet the requirements of the Age Discrimination in Employment Act and the Older Worker's Benefits Protection Act, as same may be amended from time to time.

- 3. Conditions of Employment for DROP Participants** – Employees shall be subject to termination of employment while in DROP, to the same extent as they were in their pre-DROP status. A person who has elected the DROP remains an employee during the DROP period and receives all the benefits of being an employee during the DROP period, except any form of pension contribution.

**4. Effect of DROP Participation –**

- a) An employee's credited service and his/her accrued benefit under the Pension Plan shall be determined on the date of his/her election to participate in the DROP first becomes effective.
- b) The employee shall not accrue any additional credited service while he/she is a participant in the DROP, or after termination of participation in the DROP.
- c) A DROP participant is not eligible for disability benefits from the Plan.
- d) An employee may participate in the DROP only once.
- e) Effective with the start date of an employee's DROP participation, contributions to the Pension Plan by the employee and the normal cost contribution to the Pension Plan by the City, on behalf of the employee, shall cease.

- 5. Payments to DROP Account** – A DROP account shall be created for each member who elects to participate in the DROP. A DROP account shall consist of amounts transferred to the DROP from the Plan, which include the monthly retirement benefits, including any future cost of living increases, that would have been payable had the member elected to cease employment and receive a normal retirement benefit upon commencing participation in the DROP, and earnings on those amounts. With the exception that those employees who entered the DROP on or after September 1, 2012, through September 29, 2013, shall continue to receive a zero percent (0%) cost of living adjustment for the third (3rd) and fourth (4th) annual adjustment dates, regardless of whether the employee remains in the DROP for the maximum five (5) year period. Any such employee who exits the DROP within six (6) months following the date of DROP entry, shall be eligible for the cost of living adjustment as otherwise provided in the current pension plan. Employees who commence participation in the

DROP on or after September 30, 2013, shall receive a COLA in the third (3rd) and fourth (4th) annual adjustment dates, regardless of whether the employee remains in the DROP for the maximum five (5) year period.

- 6. DROP Account Earnings** – Members may direct their DROP money to any of the investment options offered and approved by the Board. Any losses incurred by the participant shall not be made up by the City or the Pension Plan. The selection of these programs shall be made by the participant on forms provided by the Board. Any and all interest and or earnings shall be credited to the participant's DROP account.

A member's DROP account shall only be credited or debited with earnings while the member is a participant in the DROP and, depending on the DROP Account Payment Options selected, after the member dies, retires, or terminates employment with the City of Miami Beach.

- 7. Payment of DROP Account Funds** – Upon termination of a member's employment (for any reason, whether by retirement, resignation, discharge, disability, or death), the retirement benefits payable to the member or to the member's beneficiary shall be paid to the member or beneficiary and shall no longer be paid to the member's DROP account. No payments will be made from the DROP account until the member terminates employment.

- 8. DROP Account Payment Options** – Following the termination of a participant's employment, the participant shall select one of the following options to begin to receive payment from his/her DROP account. Said selection shall occur no later than 30 days prior to the end of the DROP participation period or within 30 days following the termination of a participant's employment if said termination of employment occurs prior to the end of the DROP participation period:

***Lump Sum*** - All accrued DROP benefits, plus interest, shall be paid from the DROP in a single lump sum payment.

***Partial Lump Sum*** - A member designated portion of accrued DROP benefits, plus interest, shall be paid from the DROP in a partial lump sum payment with the remainder being directly rolled over into an eligible retirement plan.

***Direct Rollover*** - All accrued DROP benefits, plus interest, shall be paid from the DROP directly to the custodian of an eligible retirement plan.

Other method(s) of payment that are in compliance with the Internal Revenue Code and adopted by the Pension Board of Trustees.

**9. Death of DROP Participant** – If a DROP member dies before his/her account balances are paid out in full, the participant member's designated beneficiary shall have the same rights as the member to elect and receive the pay-out options set forth in Paragraph 8, above. DROP payments to a beneficiary shall be in addition to any other retirement benefits payable to the beneficiary.

**10. Administration of DROP Accounts** – The Pension Board of Trustees shall make such administrative rules as are necessary for the efficient operation of DROP, but shall neither create any rule that is inconsistent with the legislation creating the Drop, nor any rule that would be a mandatory subject of collective bargaining.

At all times, the DROP will be administered so that the Plan remains qualified under the Internal Revenue Code and is in compliance with the Internal Revenue Code and applicable laws and regulations.

**11.** If any provision of this DROP should be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted legislation, or by judicial authority, or by an IRS regulation/ruling, the City and the Union agree to meet within 30 days of such determination for the purpose of negotiating a resolution to the invalid provision(s).

In the event that provisions of the Internal Revenue Code operate to limit the benefit amount of employee coverage by the pension provision incorporated in this Agreement to an amount less than set forth in the pension Plan then the City and the Union shall negotiate a method to compensate the affected employee for the difference between the normal pension benefit and the limits allowed by the Internal Revenue Code provided that no such resolution shall jeopardize the exempt status of the Plan under the Internal Revenue Code.

**12.** A member who elects to participate in the DROP shall retain the earned balance of accrued sick and vacation leave as of date of entry into the DROP, and shall continue to earn sick and vacation leave during the DROP period, in accordance with the stipulations set forth in the collective bargaining agreement between the City and FOP. While in the DROP, the member shall have the one-time option of receiving payment for accrued sick and/or vacation leave, up to the maximum payout upon separation of employment allowed by the collective bargaining agreement between the City and FOP, provided that the employee shall retain at least one hundred twenty (120) hours of accrued sick leave after such payment. The one-time election to receive payment of leave balances shall be made in any one year of the DROP, by notifying the City no later than June 30 of that year. Payment will be made after the first pay period ending October of the same year. Upon final separation from employment with the City, a member who has participated in the DROP shall be eligible to receive payment for the balance of all accrued sick and vacation leave as of the date of final separation, up to the maximum provided in the collective bargaining agreement,

as reduced by the prior payout, if any. In no event shall payments for accrued sick or vacation leave be included in a member's earnings for the purposes of the plan.

E. Pension benefits for employees hired prior to July 14, 2010; all changes effective September 30, 2013, unless otherwise specified:

1. The benefit multiplier shall be three percent (3%) for each year of creditable service for the first twenty (20) years of service, and four percent (4%) for each year of creditable service after twenty (20) years of creditable service.
2. The normal retirement date shall be as provided in the current pension plan, except that a member must attain the age of 47 to be eligible for "Rule of 70" retirement.
3. The final average monthly earnings (FAME) shall be based on the member's two (2) highest paid years of creditable service, prior to retirement or separation from employment. Effective September 30, 2015, the FAME shall be based on the member's three (3) highest paid years of creditable service, prior to retirement or separation from employment.
4. The retiree cost of living adjustment (COLA) shall be two and one half percent (2.5%) annually.
5. The maximum pension benefit shall be 85% of pensionable income, with the exception that any member who attains a benefit of 85% of pensionable income or higher, as of September 30, 2013, retains the maximum benefit of 90% of pensionable income.
6. An employee shall be vested after completion of five (5) years of creditable service.
7. Ten percent (10%) employee pension contribution.
8. Employees shall no longer be able to apply overtime, off-duty or any other compensation for the purposes of calculating a member's retirement benefit that yields a benefit in excess of eleven percent (11%) of the highest annualized pay rate for the same salary rank that the member is in at time of retirement. This provision shall not apply to current Police Sergeants or Police Lieutenants, or Police Officers promoted to the rank of Police Sergeant from the 2013 Certified Police Sergeant Promotional List.
9. Any employee hired prior to July 14, 2010, who completes a buyback of prior creditable service before September 30, 2013 and reaches the maximum pension benefit of 85% prior to reaching age 47, shall cease their contribution toward the pension plan on the date such employee reaches the 85% maximum pension benefit; his or her final average monthly earnings shall be frozen on the same date.

F. Pension benefits for employees hired after July 14, 2010, but prior to ratification of this collective bargaining agreement; all changes effective September 30, 2013, unless otherwise specified:

1. The benefit multiplier shall be three percent (3%) for each year of creditable service for the first twenty (20) years of service, and four percent (4%) for each year of creditable service after twenty (20) years of creditable service.
2. The normal retirement date shall be as provided in the current pension plan, except that a member must attain the age of 48 to be eligible for "Rule of 70" retirement.
3. The final average monthly earnings (FAME) shall be based on the Member's three (3) highest paid years of creditable service, prior to retirement or separation from employment.
4. The retiree cost of living adjustment (COLA) shall be one and one half percent (1.5%) annually.
5. The maximum pension benefit shall be 85% of pensionable income.
6. An employee shall be vested after completion of five (5) years of creditable service.
7. Ten percent (10%) employee pension contribution.
8. Employees shall no longer be able to apply overtime, off-duty or any other compensation for the purposes of calculating a member's retirement benefit that yields a benefit in excess of eleven percent (11%) of the highest annualized pay rate for the same salary rank that the member is in at time of retirement.

G. Pension benefits for employees hired after ratification of this collective bargaining agreement:

1. The benefit multiplier shall be three percent (3%) for each year of creditable service for the first twenty (20) years of service, and four percent (4%) for each year of creditable service after twenty (20) years of creditable service.
2. The normal retirement date shall be as provided in the current pension plan, except that a member must attain the age of 48 to be eligible for "Rule of 70" retirement.
3. The final average monthly earnings (FAME) shall be based on the Member's five (5) highest paid years of creditable service, prior to retirement or separation from employment.
4. The retiree cost of living adjustment (COLA) shall be one and one half percent (1.5%) annually.
5. The maximum pension benefit shall be 85% of pensionable income.
6. An employee shall be vested after completion of five (5) years of creditable service.
7. Ten and one half percent (10.5%) employee pension contribution.
8. Employees shall no longer be able to apply overtime, off-duty or any other compensation for the purposes of calculating a member's retirement benefit that yields a benefit in excess of eleven percent (11%) of the highest



annualized pay rate for the same salary rank that the member is in at time of retirement.

The pension breakdowns above are for illustrative purposes and do not encompass all pension benefits afforded to respective members. The full itemization of pension benefits is available in the plan summary for the Fire and Police Pension Plan, as well as the Fire and Police Pension Ordinance.

**Section 8.24 – Premium Pay Supplement Contingent Upon the Department Obtaining and Maintaining Certain Accreditations.**

In recognition for obtaining and maintaining the accreditations described below, the following premium pay supplements will be paid under the following terms:

- a) All bargaining unit members shall be paid a premium pay supplement of \$40.00 per pay period for as long as the Police Department maintains Accreditation by the Commission on Accreditation for Law Enforcement Agencies (CALEA). Effective September 30, 2015, this supplement pay shall be reduced to \$20.00 per pay period.
- b) Accreditation by the State Commission for Florida Law Enforcement. A separate conditional accreditation premium pay supplement in the amount of \$10.00 per pay period shall be paid to all bargaining unit employees in the Police Department for accreditation from the State Commission for Florida Law Enforcement, Inc. Effective October 1, 2014, this supplement pay shall be eliminated.

If either of the accreditations provided for in subsections (1) or (2) above are discontinued for reasons unrelated to the action or inaction of bargaining unit members, then the supplement shall continue.

**Section 8.25. Buyback of Probationary Time.** Employees hired prior to ratification of this agreement may elect, by written notice served on the Board of Trustees, to receive creditable pension service time for any or all of their time served as probationary police officers. In order to receive such creditable pension service time, employees should be allowed to purchase any or all of such time through the use of accrued annual leave, sick leave, cash or any combination thereof. In the event such purchase is not made within six months of successful completion of probationary period, the amount paid shall include interest at the rate of three percent (3%) per annum excluding first six (6) months. Effective upon ratification, all newly hired employees shall participate in the pension plan upon date of hire.

### **Section 8.26 – “Me Too” with the IAFF**

The FOP reserves the right to a “me too” agreement with the IAFF should the City modify the IAFF agreement on parallel issues, with the exception of Court time and Alternate Holiday Pay.

### **Section 8.27 – CJSTC Police Instructor Incentive Pay**

Effective with the first full payroll period beginning after September 30, 2010, the City will pay, under the terms stated in this section, an incentive pay of two and one-half percent (2.5%) of the officer's base pay (as stated below) for up to a maximum of fifty (50) police officers who obtain and maintain certification from the Criminal Justice Standards and Training Council (CJSTC) as Police Instructors:

- a) No more than fifty (50) FOP employees will be eligible to receive the two and one-half percent (2.5%) Police Instructor Certification pay.
- b) Additional FOP employees (up to the fifty (50) employee maximum) must be qualified for the incentive pay by meeting all of the following requirements: (1) a minimum of six (6) years of full-time experience as a certified law enforcement officer employed by a State, County or Municipal Police Department; and (2) passing the required CJSTC Police Instructor Training Course; and (3) have no record of disciplinary action during the twelve (12) month preceding the date of application for the benefit. FOP employees will qualify (not to exceed the fifty (50) employee cap) on a first come basis, based on the date of each employee's submission of the completed written request to the Police Chief or designee.
- c) Newly qualified FOP employees (up to the fifty (50) maximum limit), shall start receiving their two and one-half percent (2.5%) pay on the next payroll period beginning after the FOP employee has submitted to the Police Chief (or designee) a written request that includes a copy of the CJSTC Instructor Certification, and proof that he/she has met all other requirements as set forth in this section.
- d) Employees shall remain solely responsible for obtaining and maintaining a State Certified CJSTC Certificate. All costs involved in obtaining and/or maintaining the certification shall remain the responsibility of the employee. Failure to have a current certification shall constitute an automatic disqualification from the two and one-half percent (2.5%) incentive pay.

- e) The value of the two and one-half percent (2.5%) incentive pay shall be determined based upon only the base wage of the officer, i.e. no additional incentives or other extra payments or benefits are included in the two and one-half percent (2.5%) pay. The total incentive pay for the Police Instructor Certification benefit will remain at two and one-half percent (2.5%) regardless of any additional certifications that the FOP employee may receive through the CJSTC.

**ARTICLE 9**  
**FOP HEALTH TRUST**

**Section 9.1 –**

For Calendar Year 2013, the City will continue to fund the current contribution amount for health care. Such contribution is currently:

Single: \$456.95

Family \$1,120.14

In future years, the City's contribution shall increase based on the Miami Beach Fraternal Order of Police Insurance Trust Fund's annual cost projections based on claims experience and administrative costs as determined by its qualified consultant and documents supporting the annual percent increase; however, the City's increase to the current contribution amount to the health trust shall not exceed the average of the straight line percentage\*\* increase in premiums for the City's various medical plan options.

However, at the end of each calendar year, no later than February 1, the FOP will provide the actual cost increase for the FOP Trust for the prior year. Actual costs shall include all liabilities of the Trust inclusive of administrative costs. If the payments made by the City to the FOP Trust exceeded the actual FOP trust increase for the prior year, then the excess amount paid by the City for the prior year will be subtracted from any projected cost increase for the current year. If the payments made by the City to the FOP Trust do not exceed the actual increase to the FOP Trust for the prior year, then there will be no reduction made to any projected cost increase for the current year. If the payments made by the City to the FOP Trust are equal to the actual FOP Trust for the prior year, then there will be no reduction made to any projected cost increase for the current year. Cost reductions of the Trust attributable to design changes shall not be included for purposes of calculating any credit to the City. The City shall be notified in writing of all design changes and projected cost savings associated with those changes within 30 days of the effective date of the proposed changes. Any amount over the ten month reserve shall be credited to the City. In addition, there shall be no change to the formula used to calculate the ten month reserve amount. The "ten month reserve" shall mean the sum of ten (10) times the average of the most recent twelve (12) months, plus cost and liabilities.

Conversely, if the City's renewal rate is flat, or a negative percent, then the City's contribution to the health trust for that particular year will be based on the average percent increase of the actual cost increase for the Trust for the prior three (3) years, which shall not exceed the average of the City's straight line averages for those three (3) years.

<b>Example #1</b>	<b>Example #2</b>	<b>Example #3</b>
(City pays more than the actual cost)	(City pays less than the actual cost, but equal to the projected cost and the straight line cap)	(City pays the same as the actual cost)
FOP Projected Cost – 10%	FOP Projected Cost – 7%	FOP Projected Cost – 7%
City Straight line Average – 7%	City Straight line Average – 7%	City Straight line Average – 7%
City pays 7%	City pays 7%	City pays 7%
Actual FOP Cost – 5%	Actual FOP Cost – 10%	Actual FOP Cost – 7%
Credit to City – 2%	No change	No change

(The City's straight-line average is the cap in all cases.)

The City's contribution amounts will help fund the level of benefits provided under the current plan as of the date this contract is signed\*. If plan design changes cause an increase in the Trust fund premium, the City is not required to increase its contribution as a result of the plan design change.

Financial disclosure reports are to be presented from the Trust to the City Manager's designee for Labor Relations no later than July 1<sup>st</sup> of each year. Such report must include the increase percent identified by the Trust's plan consultant for the following City fiscal year. The City understands that it will provide the final renewal rates prior to October 1<sup>st</sup> of each year. The Trust shall provide the report detailing the actual cost for the prior year no later than February 1<sup>st</sup> to the City Manager's designee for Labor Relations.

The City's designee for Labor Relations will be notified of the annual meeting at which benefit changes are under consideration and the City shall be allowed to send a representative to that meeting. Also, any consulting reports analyzing benefit changes will be provided to the City for purposes of that meeting.

\*Upon ratification of this agreement, the parties shall supply each other with the current plan designs in effect for calendar year 2013.

\*\*The straight line average is defined as the total of the percentage increase in premium for each of the City's medical plan options divided by the number of the City's medical plan options.

In addition:

- a) For all current retirees and active employees on the payroll as of the date of ratification of this Agreement, all employees presently in the DROP, and all eligible dependents under the current eligibility rules, the City contribution for those current retirees and current employees who become future retirees for health coverage shall be equal to the City's Health Trust contribution formula for active employees. Furthermore, the contributions for those current retirees and current employees who become future retirees and their eligible dependents shall be no less than the current value of the contributions for active employees and their eligible dependents. This Agreement shall be reduced to writing and made individual contracts and shall be vested benefit throughout retirement.
- b) Employees hired after the ratification of this Agreement, who elect to be covered by the Miami Beach Fraternal Order of Police Insurance Trust Fund Plan, to the extent they choose to have medical benefits provided to them and their dependents during retirement, shall receive a health insurance stipend in lieu of a City contribution to the Trust on behalf of those employees after their retirement. The stipend shall be a monthly payment equal to twenty-five dollars (\$25) per month for each year of creditable service, subject to an annual increase based on the Miami-Ft. Lauderdale All Urban Consumer Price Index (U-CPI) as of September 30<sup>th</sup> of each fiscal year.

#### **Section 9.2 –**

- a) All eligible employees and their dependents described in Section 7 shall be eligible to enroll in the FOP Health Trust Plan and shall not be eligible to participate in the City Plan during their employ or retirement for so long as the FOP Trust exists.
- b) A non-bargaining unit sworn police officer who elects to enroll in the FOP Health Plan may apply to the Trust and will be enrolled upon leave of the Trustees, and thereafter will be deemed to be a covered employee provided he or she meets the following criteria:
  - 1. Must be on the City Police Department Payroll at the time of enrollment;
  - 2. Must be an FOP member for two years (or length of time in Department if less than two years) prior to enrollment, and must maintain membership throughout the period of coverage;
  - 3. Must meet insurability criteria satisfactory to Trustees; and
  - 4. Must make the election within thirty (30) days after appointment out of the bargaining unit.

**Section 9.3 –**

- a) All covered employees and covered retirees shall be allowed to continue under the City's Dental Plan as it may exist.
- b) The City shall also contribute to the Trust the amount of premium it is paying for term life insurance for covered employees and covered retirees.

**Section 9.4 –**

The City's Insurance Plan shall be responsible for the runoff of all claims incurred prior to the time the FOP Health Trust Plan went into effect.

**Section 9.5 –**

The City shall be provided with a copy of the FOP Health Trust Plan booklet and the Trust Agreement, and any other information required by law and shall be apprised of any changes in the Trust Agreement and/or Plan benefits. Additionally, a copy of the Trust's annual C.P.A. audit report shall be sent to the City Manager's designee for Labor Relations and the Trust or their designee shall in a reasonable time period answer reasonable inquiries concerning the finances of the Trust.

**Section 9.6 –**

The FOP shall indemnify and hold the City harmless against any claim, demand, suit, or liability, and for all legal costs arising in relation to the implementation or administration of the FOP Health Insurance Trust and Plan, except if the City's acts or omission give rise to its own liability.

**Section 9.7 –**

Employees in the bargaining unit eligible for inclusion in the Health Trust Plan must be employed at least ninety (90) days and be on the City Police Department payroll.

**Section 9.8 –**

Employees covered by this Agreement who retire, resign, or are terminated by the City must be vested in the Police pension plan at the time of such retirement, resignation or termination in order to receive a contribution by the City towards his/her health insurance premium after such retirement, resignation or retirement.

### **Section 9.9 –**

Employees in the bargaining unit shall be eligible to participate in the City's voluntary benefits plan, which may be modified by the City from time to time. The voluntary benefits plan shall be administered by the City.

### **Section 9.10 –**

**Post Employment Health Program (PEHP).** Effective the first pay period ending in October 2013, all employees covered by this agreement shall contribute twenty-five dollars (\$25.00) biweekly to the Post Employment Health Program (PEHP). Upon separation of employment from the City, employees covered by this agreement shall contribute ten percent (10%) of their accrued leave payouts toward the PEHP. Any and all fees/costs associated with administering the PEHP shall be incurred by the FOP. In no event will the City incur any costs associated with this program.

### **Section 9.11 –**

Effective upon ratification of this agreement, and for so long a period as the federal tax code imposes a heavier tax burden upon City employees with domestic partners who elect to receive family medical and dental coverage over that of their married counterparts, the City will reimburse those employees with domestic partners who pay this heavier tax burden by adding to their biweekly pay the additional amount withheld from the employees' pay and the amount of the additional tax assessed by the federal government upon this reimbursement. Reimbursement under this subsection shall not be considered to be pensionable income. In order to qualify, eligible employees must have registered domestic partnerships in accordance with the applicable provisions of the Miami-Dade County Code of Ordinances and the City of Miami Beach Code of Ordinances.



**ARTICLE 10**  
**EDUCATIONAL LEAVE AND TUITION REFUND**

Subject to applicable Personnel Rules, an employee may request an educational leave of absence without pay to take a course or courses in a field related to the work assignment of said employee. The City's tuition refund program shall be continued for the term of this Agreement.

## **ARTICLE 11**

### **GENERAL PROVISIONS**

#### **Section 11.1 – Safety and Health**

The City and the FOP shall cooperate in matters of safety and health affecting the employees covered by this Agreement.

Effective October 1, 2013, voluntary law enforcement fitness assessments will be conducted on a quarterly basis, in an effort to promote employee health and well-being. The City shall determine the physical fitness standards measured during the assessments, as well as the passing criteria. Employees who elect to participate shall be eligible to receive a \$500 non-pensionable payment for every assessment in which he or she attains a passing score. This program shall terminate on September 30, 2015, unless the Police Chief determines that the results of the program justify its continuation.

#### **Section 11.2 – FOP Activity and Non-Discrimination**

Neither the City nor the FOP shall discriminate against any employee due to that employee's membership, non-membership participation, lack of participation, or activities on behalf of, or his refraining from activity on behalf of the FOP.

No employee covered by this Agreement shall be discriminated against because of race, creed, national origin, religion, sex, sexual orientation, ethnic background or age in accordance with applicable State and Federal laws. The FOP agrees to cooperate with the City in complying with Federal, State and local laws requiring affirmative action to assure equal employment opportunity. The parties will comply with the Americans with Disabilities Act.

#### **Section 11.3 – Reduction In Work Force**

When there is a reduction in the work force, employees will be laid off in accordance with their length of time in grade service and their ability to perform the work available and applicable veteran's preference laws. When two or more employees have equal ability, the employee with the least amount of service will be the first one to be laid off. When the working force is increased after a layoff, employees will be recalled in the order of seniority, with employees with greater seniority recalled first. Notice of recall shall be sent to the employee at the last known address by registered mail or certified mail. If an employee fails to report to work within thirty (30) days from date of receiving notice of recall, he shall be considered to have quit. No new employee will be hired into the bargaining unit as long as any bargaining unit employee remains on lay-off status.

During the course of this Agreement, no employee will be laid off and no employee will be demoted (except for disciplinary demotions).

#### **Section 11.4 – Uniforms and Clothing Allowance**

The City will continue its present policy concerning uniforms. The uniformed personnel's monthly maintenance allowance shall be sixty dollars (\$60.00) per month for a total of \$720.00 per year to be paid out in twenty-six (26) biweekly payments.

For those sworn employees assigned to work in civilian clothes, they shall receive a monthly allowance of eighty-five dollars (\$85.00) per month for a total of \$1,020.00 per year to be paid out in twenty-six (26) biweekly payments.

When transferred into the Criminal Investigation Unit or other unit requiring civilian clothes, the City will advance the employee, at his/her request, the sum of four hundred twenty five dollars (\$425.00) for the purchase of clothing. The employee affected shall agree to relinquish the eighty-five dollar (\$85.00) per month clothing allowance for the following five months, and shall also agree to reimburse the City for any pro-rata amount in the event of transfer, termination, resignation, or retirement prior to completion of five (5) months in the civilian clothes assignment. If the reimbursement is caused by a transfer, the reimbursable amount shall be collected at the rate of eighty-five dollars (\$85.00) per month.

#### **Section 11.5 – Disclosure of Records**

Employees will not have information contained within any of their files disclosed to persons other than managerial and supervisory employees unless the person requesting such information (including home telephone number, address, etc.) shall complete and sign a "Request for Information" form and present proper identification, provided, however, that information which is made confidential by State or Federal Statute shall not be disclosed except in accordance with the requirements of law. The request form shall have provision for the name, address, and telephone number of the person requesting the information and the reason for the request. A copy of any such request form completed shall be left in the employee's personnel file.

#### **Section 11.6 – Transfers.**

It shall be the sole right of the Police Chief or his designee to transfer employees of the Department. When a transfer is a change in an employee's unit assignment, reasonable advance notice as is practicable under the circumstances shall be given. If a transfer is a permanent change in an employee's shift or days off schedule, the employee shall be notified

no less than five (5) workdays prior to the transfer in order that the employee may arrange for an orderly change.

The five (5) day notice may be waived by the employee and it need not be given when unforeseen needs of the Department or emergency conditions require that temporary changes be made with little or no advance notice.

#### **Section 11.7 – Meeting Between Parties**

At the reasonable request of either party, the FOP President, or his representative, and the City Manager, or his designee for Labor Relations, shall meet at a mutually agreed upon time and place to discuss matters that require immediate discussion.

#### **Section 11.8 – Negotiating Sessions**

Time and dates for negotiating sessions shall be mutually agreed upon. Up to three (3) on-duty FOP representatives shall be permitted to attend negotiating sessions without loss of pay or benefits if they were otherwise scheduled to work.

#### **Section 11.9 – Job Descriptions**

It is understood by the parties that the duties enumerated in the job description promulgated by the City are not always specifically described and are to be construed liberally. The City agrees to notify the FOP of any change in the job description of any classification in this bargaining unit.

#### **Section 11.10 – Defense of Members**

In the event any action for civil damages is brought against a member of the bargaining unit hereunder individually, and the City is not made a party to any such action, and if the employee hereunder is found liable and a judgment for damages is rendered against him, the City will itself or through insurance pay such damages and counsel fees for the employee providing the employee's liability results from action of the employee arising out of and in the course of his employment hereunder, and further providing that such judgment against the employee does not result from the wanton and willful action of the employee.

#### **Section 11.11 – Personnel Rules and Departmental Manual**

Copies of the Personnel Rules and Regulations will be kept by Majors and Captains whose copies will be available to members of the bargaining unit upon request.

The manual of the Police Department is provided and available to all employees in the department electronically through PowerDMS and proposed changes in said manual will be supplied to the President of the FOP or his designated representative before implementation and an opportunity to discuss the changes will be afforded. Any changes to SOP's shall contain a detailed legislative style description of the proposed changes.

#### **Section 11.12 – Incorporation of Personnel Rules**

Any personnel rules agreed upon by the parties for incorporation in this collective bargaining agreement shall be set forth in an addendum to this Agreement.

#### **Section 11.13 – Medical Leave of Absence**

After this Agreement is ratified, any employee requesting time off without pay as a Medical Leave will be granted the time requested up to one (1) month, or longer at the Police Chief's discretion. Employees may use any accumulated leave time or comp time during this leave.

**ARTICLE 12**  
**SEPARABILITY**

If any provision of this Agreement is held to be in conflict with any law as finally determined by a court of competent jurisdiction, that portion of the Agreement in conflict with said law shall be inoperative and subject to immediate renegotiation for a replacement provision, but the remainder of the Agreement shall continue in full force and in effect.

## **ARTICLE 13**

### **TIME BANK**

A Time Bank shall be authorized by the City of Miami Beach, whereby members of the bargaining unit may voluntarily donate accrued annual leave and sick leave to an FOP Time Bank to be used as follows: (a) the President, or his designee(s), may draw from such Time Bank, thereby detaching said person(s) from the normal course of their City assigned duties in order that they may be permitted to perform duties in keeping with the obligations of the FOP to its membership, and/or (b) by FOP members pursuant to Ordinance No. 1335, and pursuant to rules and regulations to be established by the FOP that is not otherwise inconsistent with this article or Ordinance No. 1335. The FOP President, along with the Police Chief (or designee) will establish a committee of three (3) members whose purpose is to create the rules and regulations mentioned in subpart b herein. The composition of the Time Bank Committee shall be determined as follows: the FOP President shall appoint one (1) individual to serve on the Time Bank Committee; the Police Chief (or designee) shall appoint one (1) individual that shall serve on the Time Bank Committee and both the FOP President and the Police Chief shall jointly appoint one (1) active FOP bargaining unit member to serve on the Time Bank Committee. The Time Bank shall not be utilized for the purpose of attending collective bargaining sessions between the FOP and the City of Miami Beach.

Time will be deposited into the Time Bank only after the contributor voluntarily signs an authorization card detailing the type and amount of time to be donated. After review by the FOP President or his representative, these cards are to be forwarded on a quarterly basis to the Police Chief for his review, and if appropriate, approval. If approved, the Police Chief will then forward this material to the Support Services Division, who shall take appropriate action to implement the provisions of this section.

Time deposits shall be in hourly increments, with three (3) hours being the minimum amount accepted.

The President, in his own behalf or on behalf of his designee(s), shall fill out the appropriate form to be supplied by the city for each employee authorized to draw from the Time Bank. Said form shall be submitted by the President at least five (5) days in advance of anticipated use. This form shall also include the statement that:

"Upon deduction of time by the City, the undersigned officer agrees to hold the City harmless for any error or omissions in making said deduction or allocating the deducted time to the time pool."

This request shall be reviewed by the Police Chief, or his designee, and approved subject to the manning requirements of the department. Such approval shall not be arbitrarily withheld. Such approval, once having been authorized, may be rescinded subject to the manning requirements of the department.

Time donated to the Time Bank shall be converted to the salary dollar equivalent of the donor(s), and time used shall be in salary dollar equivalents of the employee(s) using the pool

time. Time donations shall not increase in value. For purposes of computation, only base pay and longevity will be used. Time donated but not used will not be retrievable and will remain in the Time Bank for so long as this provision is effective. In the event the Time Bank is discontinued, the FOP shall be entitled to use the hours remaining pursuant to the provisions of this section.

Any injury received or any accident incurred by an employee whose time is being compensated by the FOP Time Bank, shall not be considered a line-of-duty injury, nor shall such injury or accident be considered to have been incurred in the course and scope of the employee(s) employment by the City of Miami Beach within the meaning of Chapter 440, Florida Statutes, as amended.



**ARTICLE 14**  
**DRUG TESTING**

a) Upon reasonable belief, based upon objective factors, that an employee has used an unlawful drug, the Police Chief or, in his absence, the Assistant Police Chief, may direct the employee to submit to a urinalysis for detection of drugs. In the case of a drug test, the following conditions will be applicable:

1. A split sample of the urine will be obtained so that two different laboratories to be selected by prior agreement of the City and the FOP may test the urine if desired.
2. If the employee claims that there is not a reasonable belief, based on objective factors, that the employee has used an unlawful drug, the urine will be frozen pending an expedited arbitration held before whichever of the three pre-agreed upon local arbitrators (to be selected by the City and the FOP) is first available on a rotating basis.

The sole issue before the arbitrator shall be whether there was reasonable belief to direct a test as set forth above.

3. If the arbitrator finds there is not reasonable belief, the urine specimens shall not be tested and shall be discarded.
4. If the arbitrator finds there is reasonable belief, or if no challenge to the reasonable belief basis has been made, then one urine specimen shall be tested by the laboratory selected by the parties.
5. All tests for an unlawful drugs will be by an agreed upon gas chromatography/mass spectrometry method, and the other specimen will be tested by the second agreed-to laboratory, if the employee requests.
6. In the case of either or both urine tests, the cutoff shall be the nanogram threshold which shall be established by prior agreement between the parties in the Random Drug Testing Agreement.

**b) Last Chance Agreement**

Effective upon ratification of this Agreement, in the event an employee tests positive for either drugs or alcohol as the result of a random or reasonable suspicion drug/alcohol test, the following shall apply:

At the sole discretion of the City Manager, in consultation with the Police Chief, the employee may be offered a last chance agreement; said agreement does not preclude concurrent disciplinary action. If a last chance agreement is extended to the employee, after he/she is cleared to return to work by a Substance Abuse Professional (SAP) to be selected by the City, the employee shall be subject to unannounced testing administered by the City's Human Resources Department, for a period of no longer than two (2) years. An employee may only be eligible for one last chance agreement during his/her employment with the City. Employees who test positive a second time for drugs or alcohol as the result of an unannounced, random or reasonable suspicion drug/alcohol test, shall be terminated from employment with the City. A Substance Abuse Professional is a licensed physician, psychologist, social worker, employee assistance professional or certified addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

If an employee who is offered a last chance agreement has his/her certification revoked through the Florida Department of Law Enforcement, he/she shall immediately be terminated from employment with the Miami Beach Police Department and shall have no right to grieve, oppose the termination, and no right to any other position with the City.

## **ARTICLE 15**

### **DISEASE PRESUMPTION**

#### **A. Heart Disease Presumption**

Any condition or impairment of health of any detention or sworn officer caused by heart disease resulting in total or partial disability or death shall be presumed to have been accidental and to have been suffered in the line of duty unless the contrary be shown by satisfactory evidence; provided, however, that such detention or sworn officer shall have successfully passed a physical examination upon entering into such service as a detention or sworn officer, which examination failed to reveal any evidence of heart disease. If at any time this Section is placed before an arbitrator for interpretation or application, what is "satisfactory evidence" shall be determined by the arbitrator. If rights of detention or sworn officers are placed before the Bureau of Workers Compensation, then what is "satisfactory evidence" will be determined by the Bureau in accordance with Workers Compensation law. Nothing herein shall be construed to be a waiver or limitation of any benefit provided under Florida Statute 112.18.

#### **B. Infectious Disease Presumption**

Effective October 1, 2013, any documented post-exposure condition or impairment of health caused by Human Immunodeficiency Virus/ Acquired Immune Deficiency Syndrome (HIV/AIDS), Hepatitis C, Pulmonary Tuberculosis or Meningococcal Meningitis shall be presumed to have been accidental and to have been suffered in the line of duty, subject to the following conditions, unless the contrary be shown by competent evidence.

To qualify for the presumption, the following criteria must be met:

There must be an on-the-job documented exposure that meets scientific standards or criteria, and the significant on-the-job exposure must be stated, in writing, by a licensed medical doctor. For example, contact with blood is not an exposure unless the employee's skin, where the contact occurred, is not intact. Additionally, the person whose blood came into contact with the employee's broken skin must have one of the blood borne infectious diseases considered herein.

Current Employees:

1. Current employees must undergo a post-employment medical examination, administered by a qualified medical doctor to be selected by the City. The results must reveal no evidence of HIV, AIDS, Hepatitis C, Pulmonary Tuberculosis or Meningococcal Meningitis. Employees who refuse to comply with this post-employment examination requirement shall not be eligible for the presumption.

2. Current employees shall be required to sign a City-approved medical release form authorizing the physician to provide the examination results directly to the City.

#### New Employees

3. New employees, hired after ratification of this agreement, must complete a pre-employment medical examination, administered by a qualified medical doctor to be selected by the City, and the results must reveal no evidence of HIV, AIDS, Hepatitis C, Pulmonary Tuberculosis or Meningococcal Meningitis.
4. New employees, whose test results reveal evidence of any of the aforementioned infectious diseases, shall not be eligible for the presumption for the disease for which they tested positive.

All current and new employees shall be tested at a health facility selected by the City. The FOP Health Trust shall incur the cost associated with testing all current employees who are members of the Health Trust; those employees who are not members of the Health Trust shall incur the cost of their testing. The City shall incur the cost of testing all employees hired after the ratification of this agreement.

All medical examination results, for both current and new employees, shall be released to the City's Risk Manager.

## **ARTICLE 16**

### **PROMOTIONS**

#### **Section 16.1 –**

Advancement to the ranks of Sergeant and Lieutenant shall be by examinations that measure the knowledge, skills, and ability of personnel and by seniority. A promotional examination will be given every two (2) years, unless the FOP President and the City Manager or his designee for Labor Relations mutually agrees to some other schedule. Effective with the first test given after ratification, the following revisions to Article 16 shall apply.

#### **Section 16.2 –**

Eligible applicants for the promotional examination for Sergeant and Lieutenant shall be given a two-part examination, consisting of a validated, written test, which shall comprise fifty percent (50%) of the final examination score, and an Assessment Center or a mutually agreed upon behavioral assessment component. The Assessment levels shall have a weight of fifty percent (50%) of the total score. The written portion shall be given first and applicants for Sergeant or Lieutenant positions must successfully pass the written test with a raw score of seventy percent (70%) to be eligible, at a later date, to take the Assessment Center or the behavioral assessment component portion of the examination. Passing scores for the Assessment Center or the behavioral assessment component shall be set by the test consultant. If there are not a significant number of minorities promoted after the next round of promotional testing after the effective date of this Agreement, the parties will meet to review the respective weights and re-negotiate the Article, if necessary.

#### **Section 16.3 –**

All police officers who on the written test date have four (4) years of seniority from date of appointment to Police Officer or Police Officer Trainee, and performance evaluations of satisfactory or above for the preceding twenty-four (24) month period shall be eligible to take the Sergeant's test. All Sergeants who on the written test date have two (2) years seniority from the date of appointment as Sergeant and performance evaluations of satisfactory or above for the preceding twenty-four (24) month period shall be eligible to take the Lieutenant's test. Applicants must, in both cases, apply on or before the application cutoff date and time in accordance with Personnel Rules.

The City Manager or his designee for Human Resources, may refuse to permit an applicant to take the examination on the grounds of conduct disgraceful to the Department and his/her officer status; or refused advancement from probationary status. In the latter case, if at least three (3) years have elapsed since such failure of probationary advancement, such candidate

will be considered qualified. Should any applicant, so disqualified for any of these alleged reasons, contest such disqualification, he shall have access to the grievance procedure under this contract.

#### **Section 16.4 –**

The City Manager or his designee for Human Resources shall cause to be developed validated examinations which closely measure the knowledge, skills, and abilities of a Miami Beach Sergeant of Police and a Miami Beach Lieutenant of Police, administer such examinations, and prepare a promotional register, one for Sergeants and one for Lieutenants, containing the names of persons who have passed the test, ranked in the order of such examination scores. Promotions shall be by rank order.

The FOP shall facilitate participation of bargaining unit employees in providing information in order to conduct the job analyses and develop the tests within the time frames requested by the process; provided that such participation shall be on duty time.

#### **Section 16.5 – Seniority Points**

- a) 0.2 point shall be added to an employee's Sergeant's passing examination score for each completed year of service, to a maximum of 25 years.
- b) 0.25 points shall be added to an employee's Lieutenant's passing examination score for each completed year in grade as a Sergeant.

#### **Section 16.6 – Education Points**

- a) 0.02 points shall be added to an employee's Sergeants passing examination score for each completed credit of post secondary education from an accredited institution of higher learning.
- b) 0.02 points shall be added to an employee's Lieutenants passing examination score for each completed credit of post secondary education from an accredited institution of higher learning.

No combination of seniority and/or education points shall exceed six (6) points per employee.

### **Section 16.7 – Book Committee**

A committee of five (5) incumbents selected by the Police Chief shall select the books and test material from which technical knowledge questions on the written test and behavioral assessment component will be drawn. Final selection shall be made after consultation with the test developer.

Such selection or changes therein, shall only be made after a representative of the FOP shall have a reasonable opportunity to meet and provide input on the selection process.

The test material chosen for the written test and for the behavioral assessment component shall be described and announced by the City to the FOP and its members at least three (3) months before such test.

Overview, Orientation, and Preparation sessions for the written test and for the Assessment Center test or the behavioral assessment test shall be given at least thirty (30) days prior to each test.

### **Section 16.8 – Written Test Scoring**

Within 24 hours after the administration of the written test, an applicant scoring session will be conducted. Each examinee will be able to review a copy of his/her own answer sheet and the scoring key (for his/her use during the review session only), with the correct response, the name of the reading source and location from which each written test question was drawn.

Challenges will be written and submitted to the test developer during a minimum of two (2) post-test review sessions occurring on separate days, and conducted within ten (10) calendar days of test completion. The test developer shall conclusively decide all challenges based upon standard industry techniques.

### **Section 16.9 – Assessment Center Test or Behavioral Assessment Test Challenges**

Upon completion of the determination of a score for the Assessment Center Test or the behavioral assessment test, each examinee shall be furnished with his/her test result. Human Resources shall establish a reasonable time period within which each examinee may review his/her examination at a post-test review appointment. Challenges regarding the components of this portion of the examination must be made in writing to the test developer within ten (10) calendar days after the post-test review appointment. The test developer shall conclusively decide all challenges based upon standard industry techniques. For each examinee who submitted a challenge, each examinee's own challenge and response will be available no later than eight (8) weeks after the date of the last examinee's submission of challenges.

**Section 16.10 –**

Effective upon ratification of this Agreement, promotional examinations for the position of Sergeant of Police and Lieutenant of Police will be given at least once every twenty-four (24) months, so as to provide continuous active promotional lists. The City agrees to begin the promotional process no later than nine (9) months prior to expiration of a certified promotional list. Formal examination scores and a promotional list shall be certified and posted within two (2) weeks after completion of all challenges in Section 16.8 above. Promotional lists shall expire twenty-four (24) months after the certification and posting of the results of the promotional examination.

**Section 16.11 –**

In the event of same day promotions, seniority rank in the new position shall be determined, in the order of standing on the promotional list. If there is a tie in the final scores that places more than one examinee in the same position on the promotional list, these examinee's ranking order on the promotional list shall be determined in the order of the examinee's seniority in the rank that they presently hold (i.e., a tie score between two (2) sergeants will be determined by awarding the highest ranking to the examinee with the most seniority as a sergeant, and a tie score between two (2) officers will be determined by awarding the higher ranking to the examinee with the most seniority as an officer, etc.).



**ARTICLE 17**  
**FOP PRESIDENT**

**Section 17.1 –**

The Miami Beach Fraternal Order of Police, William Nichols Lodge No. 8, Lodge President shall have the option, for each fiscal year, of closed "D.D." (Detached Duty), as outlined in Section 17.2 below, or to conduct union business (under the conditions described in Section 17.2 below), through the use of a time bank. The FOP President shall notify the Police Chief in writing by September 15 of each contract year, whether he or she elects to utilize the 1500 hour time back provision or the D.D. provisions contained in Section 17.2 below, during the following contract year. Unused time bank hours from one contract year shall rollover to the next contract year, not to exceed a total maximum of 3000 hours per contract year. Time for attendance at negotiations for a successor agreement is addressed in Article 11.8 of this Agreement.

**Section 17.2 –**

The Miami Beach Fraternal Order of Police, Lodge No. 8, Lodge President shall be released and detached from full time duties as a police officer while serving as Lodge President and shall be carried full-time in a pay status to be shown on the payroll as "D.D." (Detached Duty). The following conditions shall apply:

- a) For the purpose of recording time, the Lodge President will notify the Police Chief of all absences, including vacations, sick leave, meeting attendances, out of town trips, etc. The Lodge President shall be required to work a 40-hour workweek.
- b) The Lodge President will be available at the FOP office currently located at 999 11<sup>th</sup> Street, Miami Beach, Florida 33139, for consultation with the Police Department Management or the City Administrators between normal working hours.
- c) Should the Lodge President wish to change offices, (s)he will notify the Police Chief, in writing, at least five (5) working days prior to the proposed change. Said notice will include the address and the telephone number of the new office for the FOP Lodge President.
- d) In the absence of the Lodge President, the Lodge President's designee may represent the Fraternal Order of Police.

- e) The FOP will not send additional employees in a pay status to attend City Commission or Personnel Board meetings without approval of the Police Chief or his designee.
- f) All applicable Miami Beach Police Department rules, regulations and order shall apply to the person who is the President of the Lodge and on D.D.

**Section 17.3 –**

The Management of the Miami Beach Police Department or the City Administration reserves the right to rescind the provisions of this Article in the event that it is found to be illegal. Canceling the Article shall not preclude further discussions of any Lodge Presidents' release for Union business.

**ARTICLE 18**  
**DETENTION OFFICERS**

Following ratification of this Agreement, the City shall conduct an audit of the Detention Officer classification.

**ARTICLE 19**  
**ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the FOP, for the duration of this Agreement, except as provided in the Florida Statutes, or as specifically excepted by provisions of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter referred to, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Article shall not be construed to in any way limit or restrict the parties from negotiating, as provided in the Florida Laws, or any succeeding agreement to take effect upon the termination of this Agreement or any succeeding term of this Agreement.

**ARTICLE 20**  
**TERM OF AGREEMENT**

This Agreement shall be effective as of the 1st day of October, 2012 and shall remain in full force and effect until the 30th day of September, 2015.

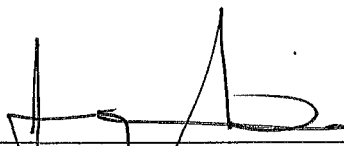
It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least thirty (30) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin promptly.

EXECUTED by the parties hereto on this 28<sup>th</sup> day of OCTOBER, 2013.

MIAMI BEACH FRATERNAL ORDER  
OF POLICE, LODGE NO. 8

CITY OF MIAMI BEACH

By:   
ALEJANDRO BELLO  
FOP PRESIDENT

By:   
JIMMY L. MORALES  
CITY MANAGER

By:   
KEVIN MILLAN  
FOP SECRETARY

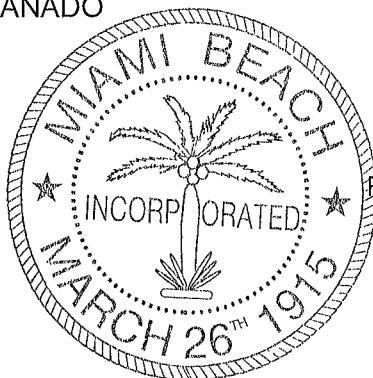
By:   
MATTI HERRERA BOWER  
MAYOR

Approved by vote of the City Commission  
On the 11<sup>th</sup> day of September, 2013.

ATTEST:

  
RAFAEL E. GRANADO  
CITY CLERK

Date: 10/28/2013



**FRATERNAL ORDER OF POLICE**  
**FOP LODGE NO. 8**  
**ELECTION OF REMEDY FORM**

Grievance No. \_\_\_\_\_

1. \_\_\_\_\_ I/We elect to utilize the Grievance Procedure contained in the current Contract between the City of Miami Beach, Florida, and the FOP. In making this election, I/we understand that selection of another forum, as defined by the FOP Contract, shall bar any consideration of the Grievance under the FOP collective bargaining agreement.
2. \_\_\_\_\_ I/We elect to utilize another forum for my/our grievance, and in doing so, I/we understand that this election shall bar any consideration of this matter under the FOP collective bargaining agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Subject of Grievance/Appeal: \_\_\_\_\_

## **Addendum: Hearing Examiner Rules**

### **HEARING EXAMINER RULES**

**SECTION 1: REQUEST FOR HEARING:** Any member of the bargaining unit may appeal from disciplinary action within ten (10) days after the delivery or mailing to him/her of such written notice, by filing a written request for a hearing to the Hearing Examiner or his/her designee. If the tenth day falls on a Saturday or Sunday, he/she will have the ability to file for an appeal on the following Monday.

### **SECTION 2: DISCIPLINARY HEARINGS:**

- (a) The City Manager or his/her designee not later than ten (10) days after receipt of such appeal, shall fix a place and time for holding a public hearing within a reasonable time thereafter. Written notice of such time and place shall be delivered or mailed promptly to both the Appellant and the Appointing Officer.

Only the Hearing Examiner may grant a continuance to either party for good and sufficient cause. No continuance shall be granted to either party unless such request for continuance is received in writing by the City Manager or his designee at least ten (10) days prior to the date of said scheduled hearing of appeal.

- (b) The Hearing Examiner may, at the request of the Appointing Officer or the Appellant, call or request any person or records for the purpose of ascertaining the facts.
- (c) The Appointing Officer or a representative designated by him/her, shall have the right to be present at such hearing and to be represented by the City Attorney.
- (d) The Appellant shall have the right to be present at such hearing and to be represented by an attorney of his/her choice.

Said attorney shall be an attorney duly admitted and licensed to practice in the State of Florida. In the event that the Appellant does not retain an attorney, said Appellant may have an advisor of his/her choice present. Such advisor shall not have the right to interrogate any witnesses or to enter objections to any testimony or evidence presented to the Hearing Examiner, nor may such advisor speak in the Appellant's behalf.

- (e) The findings of the Hearing Examiner shall be based upon competent substantial evidence of record.
- (f) The Appointing Officer shall have the burden of presenting evidence to support the truth of the charges as contained in the written notice.
- (g) The Appellant shall have the right to present evidence to refute the charges brought against him/her.
- (h) The Appellant shall have the right to be confronted by his/her accuser, and the Appellant and the Appointing Officer shall each have the right to cross-examine the witnesses of the other.
- (i) After both the Appointing Officer and the Appellant shall have presented their testimony and evidence, the Hearing Examiner shall receive argument in summation. The Appointing Officer shall have both the opening and closing argument.
- (j) After the completion of closing oral argument, the Hearing Examiner shall consider the testimony and evidence presented before the Hearing Examiner to determine the truth or untruth of the charges.
- (k) Within five (5) working days after the completion of the hearing, the Hearing Examiner shall issue his or her findings as to the truth or untruth of the charges in writing. The City Manager or his/her designee shall promptly deliver or mail a copy of such findings to the Appointing Officer and to the Appellant.
- (l) A copy of the written statement given the officer or employee, a copy of any reply thereto, and a copy of the findings of the Hearing Examiner shall be filed as a Public Record in the Human Resources Department.



City of Miami Beach												
Compensation Plan												
Effective with the first pay period ending in October 2012 and October 2013												
Longevity 1=2.5% 2=5.0% 3=7.5% 4=10% 5=11%												
Job Classification (Range)												
STEP		1	2	3	A	B	C	D	E	F	G	H
5305	Detention Officer				41,455.44	42,699.54	43,981.34	45,299.54	46,659.08	48,059.18	49,501.14	50,987.04
					1,594.44	1,642.29	1,691.59	1,742.29	1,794.58	1,848.43	1,903.89	1,961.04
					19.93	20.53	21.14	21.78	22.43	23.11	23.80	24.51
5009	Lieutenant of Police								86,519.94	90,783.16	95,379.96	100,147.06
									3,327.69	3,491.66	3,668.46	3,851.81
									41.60	43.65	45.86	48.15
5011	Police Officer				53,104.74	55,736.98	58,539.00	61,567.74	64,595.44	67,848.04	71,156.02	74,745.84
					2,042.49	2,143.73	2,251.50	2,367.99	2,484.44	2,609.54	2,736.77	2,874.84
					25.53	26.80	28.14	29.60	31.06	32.62	34.21	35.94
8001	Police Officer Trainee	45,139.12	47,794.24	50,449.62								
		1,736.12	1,838.24	1,940.37								
		21.70	22.98	24.25								
5010	Sergeant of Police								78,446.68	82,370.08	86,519.94	
									3,017.18	3,168.08	3,327.69	
									37.71	39.60	41.60	

City of Miami Beach												
Compensation Plan												
Effective with the first pay period ending in October 2014												
Longevity 1=2.5% 2=5.0% 3=7.5% 4=10% 5=11%												
Job Classification (Range)												
STEP		1	2	3	A	B	C	D	E	F	G	H
5305	Detention Officer				42,699.10	43,980.53	45,300.78	46,658.53	48,058.85	49,500.96	50,986.17	52,516.65
					1,642.27	1,691.56	1,742.34	1,794.56	1,848.42	1,903.88	1,961.01	2,019.87
					20.53	21.14	21.78	22.43	23.11	23.80	24.51	25.25
5009	Lieutenant of Police								89,115.54	93,506.65	98,241.36	103,151.47
									3,427.52	3,596.41	3,778.51	3,967.36
									42.84	44.96	47.23	49.59
5011	Police Officer				54,697.88	57,409.09	60,295.17	63,414.77	66,533.30	69,883.48	73,290.70	76,988.22
					2,103.76	2,208.04	2,319.05	2,439.03	2,558.97	2,687.83	2,818.87	2,961.09
					26.30	27.60	28.99	30.49	31.99	33.60	35.24	37.01
8001	Police Officer Trainee	46,493.29	49,228.07	51,963.11								
		1,788.20	1,893.39	1,998.58								
		22.35	23.67	24.98								
5010	Sergeant of Police									80,800.08	84,841.18	89,115.54
										3,107.70	3,263.12	3,427.52
										38.85	40.79	42.84

City of Miami Beach													
Compensation Plan													
Effective April 1, 2015													
Longevity 1=2.5% 2=5.0% 3=7.5% 4=10% 5=11%													
Job Classification (Range)													
STEP	1	2	3	A	B	C	D	E	F	G	H	I	
5305 Detention Officer				42,699.10	43,980.53	45,300.78	46,658.53	48,058.85	49,500.96	50,986.17	52,516.65		
				1,642.27	1,691.56	1,742.34	1,794.56	1,848.42	1,903.88	1,961.01	2,019.87		
				20.53	21.14	21.78	22.43	23.11	23.80	24.51	25.25		
5009 Lieutenant of Police								89,115.54	93,506.65	98,241.36	103,151.47	108,309.05	
								3,427.52	3,596.41	3,778.51	3,967.36	4,165.73	
								42.84	44.96	47.23	49.59	52.07	
5011 Police Officer				54,697.88	57,409.09	60,295.17	63,414.77	66,533.30	69,883.48	73,290.70	76,988.22	80,837.63	
				2,103.76	2,208.04	2,319.05	2,439.03	2,558.97	2,687.83	2,818.87	2,961.09	3,109.14	
				26.30	27.60	28.99	30.49	31.99	33.60	35.24	37.01	38.86	
8001 Police Officer Trainee	46,493.29	49,228.07	51,963.11										
	1,788.20	1,893.39	1,998.58										
	22.35	23.67	24.98										
5010 Sergeant of Police									80,800.08	84,841.18	89,115.54	93,571.32	
									3,107.70	3,263.12	3,427.52	3,598.90	
									38.85	40.79	42.84	44.99	

**A G R E E M E N T**

**Between**

**CITY OF MIAMI BEACH, FLORIDA**

**and the**

**GOVERNMENT SUPERVISORS ASSOCIATION  
OF FLORIDA, OPEIU, LOCAL 100**

**Period Covered**

**October 1, 2012 to September 30, 2015**

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## AGREEMENT

THIS AGREEMENT, was made and entered into on this 16<sup>th</sup> day of October, 2013, by and between the CITY OF MIAMI BEACH, FLORIDA (herein called the "City"), and the Government Supervisors Association of Florida, (GSAF) OPEIU, Local 100, (herein called the "Association").

## **P R E A M B L E**

WHEREAS, the Association has been selected as the sole and exclusive bargaining representative by a majority of the employees set forth in the Recognition Article, and has been recognized by the City pursuant to the laws of Florida as the sole and exclusive bargaining representative for said employees;

WHEREAS, the City and the Association have voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the City and the employees covered by this Agreement insofar as such practices and procedures are appropriate to the obligations of the City to effectively operate the various departments of the City and are consonant with the paramount interests of the public;

WHEREAS, it is the intention of the parties to this Agreement to provide, where not otherwise mandated by Statute, for the salary schedule, fringe benefits and conditions of employment of the employees covered by this Agreement, to provide for the continued and efficient operation of the various departments of the City, and to provide an orderly and prompt method of handling and processing grievances;

NOW, THEREFORE, the parties agree with each other as follows:



**ARTICLE 1**  
**RECOGNITION**

**Section 1.1. Representation and Bargaining Unit.** The City recognizes the Association as the sole and exclusive representative of all employees in the unit described below.

**Section 1.2. Unit Description.** All supervisory employees of the City of Miami Beach in the following classifications, excluding all other employees employed by the City of Miami Beach.

Air Conditioning Supervisor	Parking Operations Supervisor
Backflow Coordinator	Plumbing Supervisor
Beach Patrol Operations Supervisor	Pumping Operations Supervisor
Carpenter Supervisor	Recreation Supervisor I
Central Services Supervisor	Sanitation Operations Supervisor
City Surveyor	Senior Building Inspector
Communications Supervisor	Senior Engineering Inspector
Crime Scene Supervisor	Service Supervisor
Electrician Supervisor	Sewer Field Operations Supervisor
Electronics/Instruments Supervisor	Street Lighting Operations Supervisor
Fleet Operations Supervisor	Street Operation Supervisor
Lead Mechanic	Warehouse Supervisor
Maintenance Supervisor	Water Field Operations Supervisor
Metered Service Supervisor	Water Meter Supervisor
Paint Supervisor	911 Communications Records Custodian
Park Operations Supervisor	

The City and the Association agree that in the event the City substantially changes a job classification which remains within the bargaining unit or combines job classifications within the bargaining unit, the City will bargain with the Association upon their request concerning the appropriate rate of pay for the new, changed, or combined job.

Until agreement is reached or impasse is resolved, affected employees will be paid as determined by the City. Upon agreement as to the rate of pay for the new, changed, or combined job(s), the agreed rate shall be retroactive to the date that the Association's request for negotiation was received by Management.

The City agrees to provide the Union with a periodically updated list of employees who have been hired, promoted and/or transferred into positions that are within the bargaining unit.

The parties agree that they will periodically review the job classifications and, if appropriate, file a joint petition to Public Employees Relation Commission (PERC) to determine which positions should be included or excluded from the bargaining unit.

**ARTICLE 2**  
**DEDUCTION OF ASSOCIATION DUES**

**Section 2.1. Check-off.** Upon receipt of a lawfully executed written authorization from an employee, which is presented to the City by an official designated by the Association in writing, the City agrees during the term of this Agreement to deduct the uniform biweekly Association dues of such employees from their pay and remit such deductions to the Association Treasurer together with a list of the employees from whom deductions were made; provided, however, that such authorization is revocable at the employee's will upon thirty (30) days written notice to the City and the Association. The Association will notify the City thirty (30) days prior to any change in its dues structure.

On January 1 of each year of this Agreement, the Association will remit to the City \$100.00 as an administrative fee for the collection of dues by the City.

**Section 2.2. Indemnification.** The Association agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provision of this Article.

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

It is recognized that, except as stated herein, it is the right of the City to determine unilaterally the purpose of each of its constituent agencies, set standards of service to be offered to the public and exercise control and discretion over its organization and operations. The Association recognizes the sole and exclusive rights, powers, and authorities of the City further include, but are not limited to, the following: to direct and manage employees of the City; to hire, promote, transfer, schedule, assign, and retain employees; to suspend, demote, discharge or take other disciplinary action against employees for just cause; to relieve employees from duty because of lack of work, funds or other legitimate reasons; to maintain the efficiency of its operations, including the right to contract and subcontract existing and future work; to determine the duties to be included in job classifications and the numbers, types, and grades of positions or employees assigned to an organizational unit, department, or project; to assign overtime and to determine the amount of overtime required; to control and regulate the use of all its equipment and property; to establish and require employees to observe all applicable rules and regulations; to conduct performance evaluations; and, to determine internal security practices; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement. The Association, its officers, agents, and members agree that they will not interfere with Management in the performance of its duties.

The City agrees that, prior to layoff of bargaining unit members, it will advise the Association.

If, in its sole discretion, the City determines that emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the City Manager or his/her designee during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

Should an emergency arise, the Association President shall be advised, as soon as possible, of the nature of the emergency.

**ARTICLE 4**  
**PROHIBITION OF STRIKES**

No employee, Association officer or agent shall instigate, promote, sponsor or engage in any strike, slow down, concerted stoppage of work or any other intentional interruption of the operation of the employer, regardless of the reason for doing so. Any and all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City. Such discharge or discipline shall not be the subject of any grievance procedure or appeal procedure provided in the Agreement, except as to the question of fact.

In the event of a strike, slow down, concerted stoppage of work, or other intentional interruption of the operations of the employer, regardless of reasons for doing so, the Association shall take direct and immediate action to the fullest extent of its power to bring about a cessation of such activities.

The employees and the Association, individually and collectively, found to be in violation of this Article shall be liable for any damages or costs which might be suffered by the City as a result of a violation of the provisions of this Article, in accordance with law.

**ARTICLE 5**  
**ASSOCIATION REPRESENTATION AND EMPLOYEE RIGHTS**

**Section 5.1. Association Representation**

- 1) The Association may select up to four (4) employees from within the bargaining unit to act as Representatives. The Association will make a good faith effort that each employee comes from a different division and/or work unit. The names of Association Representatives shall be certified, in writing, to the City Manager and/or his or her designee for Labor Relations, as well as to concerned Department Directors. With the prior approval of concerned supervisors, the four (4) Representatives may use union time bank hours to attend grievance meetings, pre-discipline investigation meetings, and labor/management committee meetings without loss of pay for time spent during the Representative's regular work schedule. No more than two (2) Representatives may use union time bank hours at the same time. The supervisor's approval will not be unreasonably withheld; provided, however, Representatives will conduct their business so as to not disrupt the normal activities of City Departments. Representatives are required to return to work and notify their supervisor immediately following or as soon as practicable after any such meeting being attended.
- 2) Up to four (4) employee members of the Association's bargaining team may attend contract negotiation sessions with the City during their assigned work hours without loss of pay. Each employee must come from a different division and/or work unit within the employee's department.
- 3) The Association may designate two (2) employees to attend City Commission meetings, Personnel Board Meetings, Pension Board Meetings or other City meetings when a matter directly relating to the Collective Bargaining Agreement is on the Agenda of the City meeting during his/her regular work hours without loss of pay, provided that neither Representative shall attend the same meeting as the other Representative at the same time. Prior approval must be given by the Representative's supervisor. The Representative is required to return to work and notify their supervisor immediately or as soon as practicable after the particular matter relating to the Collective Bargaining Agreement has been addressed.

Any absence provided for herein shall be subject to the prior written request by the Representative at least twenty-four hours prior to such meeting and requires the approval of the employee's supervisor. The supervisor's approval will not be unreasonably withheld; provided, however Representatives will adhere to the aforementioned request notification procedures. Employees shall not be paid overtime for attendance at any meeting discussed in this Article. Approval to attend emergency meetings may be granted verbally and within the twenty-four (24) hour timeframe.

- 4) A maximum of two (2) delegates of the Association's four (4) Representatives will be granted a leave of

absence with pay not to exceed five (5) business days per delegate (for a total of ten (10) business days) per calendar year, for the purpose of attending State and International union conventions. The two (2) delegates shall not be from the same division and/or work unit. Leaves of absence shall not exceed ten (10) business days in total in any calendar year. Business days shall be defined as Monday through Friday, excluding City recognized holidays and are not permitted to be taken in any two (2) consecutive workweeks. All requests for leave shall be submitted to the Office of Labor Relations by the Association's President. The Association's President shall provide supporting documentation for the dates and locations of any such conventions a minimum of eight (8) weeks in advance for any leaves of absence requested. The Office of Labor Relations shall forward all granted leaves of absences to the appropriate department director and/or direct supervisor so that the department directors can make appropriate arrangements.

- 5) The Association shall have the right to send one (1) of its four (4) designated Representatives authorized with pay to attend and participate in City-wide employee orientations for new hires whose classification is represented by the Association, provided that attendance is only permitted for the portion of the Citywide employee orientation where Collective Bargaining Units are permitted to address the attendees. The Representative is required to return to work immediately or as soon as practicable after the particular matter relating to the Association has ended.

#### **Section 5.2. Employee Rights.**

- 1) An employee is entitled to request that a single Association Representative be permitted to attend all formal interviews where the City's representative intends to gain information from the employee being interviewed that may result in disciplinary action against the employee. The employee shall be informed of the nature of the interview, the alleged conduct being investigated, and if requested by the employee, given a reasonable period of time prior to the interview to contact an available Association Representative, provided that the interview is not reasonably delayed.
- 2) No disciplinary action which results in loss of pay shall be taken against an employee unless he/she is notified of the action and the reason(s) for such recommended action given in writing prior to the action. Notice in writing shall be given to the employee as soon as practicable but no more than forty-five (45) days after the date of the alleged incident, along with a copy provided to the Association.
- 3) Management will adhere to progressive discipline where appropriate.
- 4) Written "verbal warnings" shall not be kept in an employee's personnel file maintained in Human Resources unless it is a document supporting formal disciplinary action (i.e. suspension/termination). If an employee receives two (2) or more written verbal warnings for a similar action and/or behavior

during the time period being assessed for the employee's Annual Performance Evaluation, the written verbal warning shall be used in that particular employee's Performance Evaluation.

- 5) No employee shall be retaliated against or threatened with retaliation by reason of the employee to exercise their rights set forth in this Agreement.
- 6) The City and the Association agree not to interfere with the rights of an employee to become or not become a member of the Association.
- 7) Upon reasonable request, an employee shall have the right in the presence of the appropriate representative of the City, to review and copy all or a portion of the employee's official records which are a part of the employee's personnel file maintained by Human Resources or the employee's personnel file maintained by the employee's Department. The City may charge a reasonable fee for copying in accordance with Chapter 119, Florida Statutes, but under no circumstances will the City charge the employee for labor fees associated with the request.

**ARTICLE 6**  
**GRIEVANCE PROCEDURE**

**Section 6.1. Purpose.** It is recognized that complaints and grievances may arise between the bargaining agent and the employer or between the employer and any one or more employees concerning the application or interpretation of any provision of this Agreement. The employer and the bargaining agent desire that these grievances and complaints be settled in an orderly, prompt and equitable manner so that the efficiency of the City of Miami Beach may be maintained and the morale of employees not be impaired. Every effort will be made by the employer, employees, and bargaining agent to settle the grievances at the lowest level of supervision. The initiation or presentation of a grievance by an employee will not adversely affect his/her standing with the employer. Further, it is agreed that the Association may process grievances, advise, or participate in meetings or interviews on behalf of its members, subject to the provisions of this Agreement or as otherwise provided for under State and/or Federal law.

No reprisals of any kind will be made by agents of the City against the grievant(s) or the Association's Representatives by reason of such participation in the processing of their grievance. Similarly, the Association, its officers or agents, shall not impede, malign, or delay the City or Management's representative in their duties during the investigation or processing of said grievance.

The parties agree that the grievance/arbitration process set forth in this Agreement shall be the sole and exclusive method of resolving all grievances by bargaining unit employees. Employees covered by this Agreement shall no longer be able to file an appeal or grievance via the City's Personnel Board procedure for any issue/matter, and the parties agree that the Personnel Board shall not have any jurisdiction to hear any grievance or appeal filed by the bargaining unit or any bargaining unit employee regarding discipline or any other issue or matter.

If, during the term of this Agreement, the City creates an alternative dispute resolution process, then the parties agree to meet and discuss whether that alternative dispute resolution process may be used by the bargaining agent and/or bargaining unit employees via a binding Election of Remedies in lieu of the contractual grievance process.

**Section 6.2. Definitions.**

- a) Grievance - a grievance is a dispute involving the interpretation or application of the express terms of any provision of this Agreement, excluding matters not covered by this Agreement or where Personnel Board rules and regulations are involved. Disciplinary actions, including discharges, may be grieved under this Article, as provided herein. Grievances regarding certain non-disciplinary matters, such as disagreements as to the meaning or application of or changes to Personnel Rules or other work rules or policies, may be filed by the bargaining agent via the contractual grievance process, provided however, that such grievances shall be eligible for



processing only to Step III of this grievance process, and that the City Manager's (or designee's) decision at Step III shall be final and binding and shall not be subject to arbitration or any other further appeal. Grievances regarding questions of other non-disciplinary/contract interpretation matters shall be subject to the requirements of this grievance and arbitrator procedure.

- b) Aggrieved Employee(s) - the employee(s) filing the grievance or causing the grievance to be filed.
- c) Immediate Supervisor - the individual having immediate supervisory authority over the aggrieved employee(s).
- d) Division Head - the head of the division in which the aggrieved employee(s) works.
- e) Department Head - the head of the department in which the aggrieved employee(s) works.
- f) Days - days as referred to as time limits herein shall mean working days (i.e., Monday through Friday, exclusive of scheduled holidays).

### **Section 6.3. Special Provisions.**

- a) The time limits set forth herein may only be extended and/or modified by written agreement. The City Manager or designee may agree to a written extension of the grievance time limits, on behalf of the City, at any step in the grievance process.
- b) If the employer violates any time limits, the bargaining agent may advance to the next step without waiting for the employer's response. If the Association or the grievant(s) fail to initiate or move the grievance through the grievance procedure, in accordance with the time limits set forth herein, it shall be deemed untimely and considered withdrawn.
- c) The parties acknowledge that, as a principle of interpretation, employees are obligated to work as directed while grievances are pending; except where the safety of a working condition or health of the employee(s) is the basis of the grievance.
- d) The aggrieved employee shall be allowed to be present at the various formal steps of the grievance procedure, including arbitration. To the extent said employee is on his/her regular work schedule, he/she may attend without loss of pay for those actual hours during their regular work schedule.
- e) The Association shall designate in writing to the City the name of one individual who shall be

designated as the Chief Steward, whose function shall be to assist the bargaining unit members in the processing of complaints and grievances under this procedure. In order to investigate, discuss and process grievances, the Chief Steward must request and receive written permission twenty-four (24) hours in advance but it may be less than twenty-four (24) hours in emergencies. Pursuant to Section 5.1 (1) herein, the Chief Grievance Representative is required to return to work and notify their supervisor immediately following or as soon as practicable after any such meeting being attended for grievance matters.

- f) An employee may request Association representation in accordance with the provisions of this Agreement at each and every step of the grievance procedure set forth in this Agreement.
- g) The bargaining agent, in accordance with its own lawful internal rules, shall have the sole and exclusive right to determine whether any grievance warrants processing through this arbitration procedure. In the event the bargaining agent determines at any step of the grievance procedure that a grievance does not warrant processing, a written notification of that determination shall be sent to the City Manager's designee for Labor Relations, with a copy to the employee(s) involved who shall then be free to process it themselves or through legal counsel up through Step III only (except in cases of certain disciplinary actions as noted herein).
- h) If the bargaining agent has declined to process or further process any grievance presented to it, and if any employee, or group of employees, desires to process it or further process their own grievance through this procedure (subject to the limitations set forth herein), the bargaining agent shall be sent copies of all written communications sent by the employer or the employee(s) involved. Further, nothing herein contained shall be construed to prevent any public employees from representing, at any time, their own grievance in person or by legal counsel to the employer, and having such grievance(s) adjusted without the intervention of the bargaining agent, provided however, that the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect; and provided further that the bargaining agent has been given notice and a reasonable opportunity to be present at any meeting called for the resolution of such grievances.
- i) The bargaining agent shall not be responsible for any costs (including arbitration costs) attendant to the resolution of any grievance(s) it has not processed.
- j) The parties acknowledge that multiple grievances may be combined at any stage of the grievance procedure where the class of aggrieved employees is clearly defined and the subject matter of the grievances is the same or similar.

- k) At Step I, all formal grievances shall be presented on the Grievance Form provided by the City. The grievance shall include the date of the alleged violation, the specific article and section grieved; a brief description of the grievance, and the remedy requested. The Election of Remedy Form shall be attached to the Step I grievance.
- l) Verbal warnings may be grieved only through Step I of this procedure. Written warnings may only be grieved through Step II of this procedure.

**Section 6.4. Election of Remedies.** It is agreed by the Association that employees covered by this Agreement shall make an exclusive election of remedy prior to filing a Step I grievance or initiating action for redress in any other forum (to the extent that any other such process is available). Such choice of remedy will be made in writing on the Election of Remedy Form to be supplied by the City. The Election of Remedy Form will indicate whether the aggrieved party or parties wish to utilize the grievance procedure contained in the Agreement or initiate action for redress before a governmental board, agency, or court proceeding (to the extent that such other process is available). Selection of redress other than through the grievance procedure contained herein shall preclude the aggrieved party or parties from utilizing said grievance procedure for adjustment of said grievance. If applicable, the Election of Remedy Form shall be attached to the Step I grievance.

#### **GRIEVANCE STEPS:**

##### **STEP I**

- a) The grievance shall be filed within fifteen (15) days of the alleged violation, misinterpretation or misapplication of the terms and conditions of employment set forth in this Agreement.
- b) The grievance shall be filed with the division head in writing, on the Grievance Form as provided by the City, and as agreed herein, and shall state the specific article, section and language alleged to have been violated. If applicable, the Election of Remedy Form shall be attached to the grievance.
- c) The division head or his/her designee shall note the date of receipt of the grievance on the Grievance Form, and shall schedule a meeting with the aggrieved employee to take place within ten (10) days of receipt of the grievance.
- d) Within ten (10) days of the meeting, the division head shall render a decision and shall immediately communicate that decision in writing to the aggrieved employee, the bargaining agent, the department head and the City Manager's designee for Labor Relations.

- e) The aggrieved employee(s) and/or the bargaining agent may appeal the decision of the division head within ten (10) days of receipt of the decision.
- f) The appeal shall be submitted in writing on the Grievance Form to the department head. Failure to appeal the decision of the division head within ten (10) days shall constitute acceptance by the aggrieved employee(s) and the bargaining agent of the decision as being a final resolution of the issues raised.

## **STEP II**

- a) If the aggrieved employee(s) appeals the decision, the department head shall schedule a meeting to take place not more than ten (10) days after receipt of the appeal. The bargaining agent shall be advised in writing as to the date of the proposed meeting, and shall have the right to send one (1) observer to the proceedings if the bargaining agent is not involved in the actual representation of the aggrieved employee(s).
- b) Within ten (10) days of the meeting, the department head shall render a decision and shall immediately communicate that decision in writing on the Grievance Form to the aggrieved employee(s), and to the bargaining agent and the City Manager's designee for Labor Relations.
- c) The aggrieved employee(s) may appeal the decision of the department head within ten (10) days of receipt of the decision. The appeal shall be communicated in writing to the City Manager or his/her designee for Labor Relations on the Grievance Form and shall include copies of all pertinent documentation. Failure to appeal the decision of the department head within ten (10) days shall constitute acceptance by the aggrieved employee(s) and the bargaining agent of the decision as being a final resolution of the issues raised.

## **STEP III**

- a) If the aggrieved employee and/or a Representative of the bargaining unit appeals the decision, the City Manager, or his/her designee for Labor Relations, shall schedule a meeting with the aggrieved employee to take place within fifteen (15) days after receipt of the appeal.
- b) Within fifteen (15) days of the meeting, the City Manager or his/her designee for Labor Relations shall render a decision and shall immediately communicate that decision in writing to the aggrieved employee and the bargaining agent.
- c) Failure to appeal the decision rendered in Step III within fifteen (15) days (for matters that are subject to the arbitration procedure) by notice of intent to submit to arbitration shall deem the

decision at Step III to be final and no further appeal will be pursued.

**Section 6.5. Arbitration.** If the employer and the aggrieved employee(s) and/or the bargaining agent fail to resolve the grievance, the grievance may be submitted to final and binding arbitration by an impartial neutral mutually selected by the parties, provided that the grievance involves a matter that is subject to the arbitration process. However, the parties agree that the bargaining agent maintains the exclusive right to determine whether any grievance concerning a non-disciplinary matter (that is outside the scope of Section 6.2 (a)) should be taken to arbitration under this procedure. In cases involving the issuance of certain disciplinary actions (i.e., only suspension without pay, disciplinary demotion, or termination), the parties agree that an individual employee who is not represented by the bargaining agent may elect to proceed to arbitration under this procedure, provided that the employee shall be responsible for all costs and fees related to presenting his/her case.

- a) Notice of intent to submit the grievance to arbitration shall be communicated by the office of the Association President in writing to the office of the City Manager's designee for Labor Relations within fifteen (15) days of the receipt of the decision at Step III. Any request to go to arbitration on behalf of the employer is to go to the Association President.
- b) Within fourteen (14) days after written notice of submission to arbitration, the parties will agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve.

If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified time, a request for a list of five (5) arbitrators shall be submitted to the Federal Mediation and Conciliation Service. Both the City and the Association shall have the right to strike names from the panel. The striking of names from the list of proposed arbitrators shall be accomplished by having the parties alternately cross out names on the list.

The arbitrator shall be notified of his/her selection within five (5) days by a joint letter from the City and the Association requesting that he/she set a time and place for a meeting, subject to the availability of the City and the Association.

- c) The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this Agreement. He/She shall consider and decide only the specific issue submitted to him/her in writing by the City and the Association, and shall have no authority to make a decision on any other issue not submitted to him/her. The arbitrator shall submit in writing his/her decision within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, provided that the parties may mutually agree in writing to extend said limitation. The decision shall be based solely upon his/her interpretation of the

meaning or application of the express terms of this Agreement to the facts of the grievance presented. Consistent with this Section, the decision of the arbitrator shall be final and binding.

All arbitration costs, including the cost of stenographic reporting of the arbitration hearing, if agreed to by the parties, shall be divided equally between the employer and the bargaining agent (or the employee in cases where the bargaining agent is not representing the employee). Each party will pay the cost of presenting its own case, including the cost of attorney fees and witnesses.

**Section 6.6. Differences Concerning Personnel Rules.** A difference of opinion with respect to the meaning or application of the Personnel Rules which directly affects wages, hours, or working conditions may be submitted through Step III of the grievance process as set forth in Section 6.2 (a). The Personnel Rules are incorporated herein, unless otherwise specifically provided for in this agreement.

**ARTICLE 7**  
**HOURS OF WORK AND OVERTIME**

**Section 7.1. Normal Workday.** The normal workday shall consist of eight (8) hours of work, exclusive of the lunch period, in a twenty-four (24) hour period, unless some other workdays are specifically authorized by the City Manager.

**Section 7.2. Normal Workweek.** The normal workweek shall consist of forty (40) hours per week, and such additional time as may, from time to time, be required in the judgment of the City to serve the citizens of the City. The workweek shall begin with the employee's first regular shift each week.

No schedule changes involving shifts or days off shall be made without at least ten (10) workdays' notice to the employees involved, provided that in an emergency, or other such reason justifying a temporary schedule change only, such notice as is practicable shall be given. The implementation of this provision shall not be arbitrary and capricious.

**Section 7.3. Rest Periods.** Employees may take a rest period of fifteen (15) minutes for each half-day of work. Daily rest periods shall be scheduled by the supervisors. Whenever practicable, the rest period will be scheduled approximately mid-point in the first one-half of the employee's regular work shift and in the second half of the employee's regular work shift. Employees who extend their rest period are subject to disciplinary action. However, upon the request of an employee and with the approval of the employee's supervisor, the two (2) fifteen (15) minute rest periods, may be combined with the employee's thirty (30) minute meal break, providing for a sixty (60) minute meal break. Should such occur, no additional rest periods will be provided to the employee during their regularly scheduled shift.

For each additional four (4) hours worked beyond the regular shift, an additional fifteen (15) minute rest period shall be provided.

Employees in PSCU shall enjoy a fifty (50) minute meal break and a ten (10) minute rest period which, upon request of an employee and with the approval of the supervisor, will be combined into a sixty (60) minute meal break. The combined sixty (60) minute meal break is provided in lieu of, not in addition to, the two (2) fifteen (15) minute rest periods.

**Section 7.4. Reporting Pay.** A full-time employee who reports to work as scheduled will be guaranteed eight (8) hours of work or eight (8) hours of pay; provided, however, that supervisors may assign employees to perform any reasonable work.

**Section 7.5. Overtime.** It is understood that the City may require necessary and reasonable overtime for unit members. Where employees are eligible for overtime pay under the Fair Labor Standards Act (FLSA), for all hours worked in excess of forty hours during an employee's workweek, the City will pay the employee one and one-half (1-1/2) times the employee's straight time hourly rate of pay.

Annual leave, Holiday leave, and other paid leave shall be considered as time worked for the purpose of computing overtime; but sick leave shall not.

Effective October 1, 2013, only actual hours worked shall be considered for the purposes of computing overtime. Paid leave, including but not limited to annual, holiday, sick, family and medical (FMLA), birthday, floater, bereavement and administrative leave shall not be considered as time worked for the purpose of computing overtime. This provision shall take effect provided the same terms are accepted by or imposed upon the American Federation of State, County and Municipal Employees (AFSCME) Local No. 1554 collective bargaining unit in its 2013-2016 collective bargaining agreement.

For all hours worked on an employee's seventh consecutive workday within his/her workweek, the City shall pay two (2) times the employee's straight time hourly rate of pay, provided the employee has worked his/her full shift on each of the six (6) preceding workdays; provided that paid leave will not be considered as time worked for the purpose of this Section, with the exception of the Public Safety Communication Unit (PSCU).

This provision shall not be applicable if a substantial number of employees are scheduled to work seven (7) consecutive workdays because of an emergency such as a hurricane.

**Section 7.6. Distribution of Overtime Opportunity.** Opportunity to work overtime shall be distributed as equally as practicable among employees in the same job classification in the same work section and area starting with the most senior employee, provided the employees are qualified to perform the specific overtime work required.

Seniority for the purpose of this subsection shall mean length of continuous service with the City.

Overtime opportunities shall be accumulated on adequate records (which shall be available to the employees) and offered overtime not worked shall be considered as worked in maintaining these records.

If any qualified employee establishes that he/she has not received his/her fair share of overtime opportunities, such employee shall have first preference to future weekly overtime work until reasonable balance is recreated.



Employees who have been credited for overtime hours not worked shall not be discriminated against with respect to future overtime opportunities.

**Section 7.7. Call Back Pay.** An employee who is scheduled or called in to work outside of his/her normal hours of work will be guaranteed four (4) hours of work or (4) four hours of pay. It is understood that call-in pay shall not overlap with an employee's regularly scheduled shift.

**Section 7.8. (a). Stand By Pay.** Employees expressly assigned to standby status shall receive two (2) hours of straight time as a Standby bonus for each day of that assignment. Employees will not be paid both the Standby bonus and Call Back pay for the same day (i.e., if called in while on Standby status the employee will be paid only the Call Back pay). The Standby bonus is not considered hours worked for determining overtime. Standby shall be assigned in the City's sole discretion. Employees assigned to standby must respond to any call within ten (10) minutes and must be available to report to the work-site within thirty (30) minutes (or some other reasonable period of time as determined based upon the circumstances). Failure to meet these requirements (as may be modified in the City's sole discretion), or other requirements related to standby assignments that may be determined necessary by the City, shall result in forfeiture of the Standby bonus, and possible disciplinary action, based on the circumstances of each case.

**Section 7.8. (b). Stand By Pay.** Employees in Public Works – Operations, the Property Management Division and the Fleet Management Division not expressly assigned to standby status who are contacted via telephone outside of their normal hours of work will receive two (2) hours of straight time as a Standby bonus; provided, however, the employee will not be paid both Standby bonus and Call Back pay for the same day (i.e., if called in as a result of a telephone conversation, the employee will be paid only the Call Back pay). Any such telephone conversation must be initiated only by the Public Works Director, Property Management Director or the Fleet Management Director or their designee.

**Section 7.9 No Pyramiding.** Premium pay and overtime shall not be paid for the same hours. The employee shall receive the greater of the two alternative premiums.

**ARTICLE 8**  
**WAGES & FRINGE BENEFITS**

**Section 8.1. Wages.**

The City of Miami Beach classification and pay system will be utilized under this contract. This includes salary range changes, job audits, and market classification studies. This does not include cost-of-living increases. No change shall take place until the Union President or his/her designee concurs.

No bargaining unit member who left the City's employ prior to the date of ratification of this Agreement by both parties will be eligible for any wages or benefits under this Agreement.

No decision made within the context of this provision shall result in a lower grade, the removal of a job classification from the bargaining unit, nor shall said decision result in an exemption from FLSA overtime requirements.

- a) Effective the first (1<sup>st</sup>) pay period ending in October 2012 there shall be no across-the-board wage increase for any bargaining unit positions.
- b) Effective the first (1<sup>st</sup>) full pay period ending in October 2013, there shall be no across-the-board wage increase for any bargaining unit positions.
- c) Effective the first (1<sup>st</sup>) full pay period ending in October 2014, there shall be an across-the-board wage increase of three percent (3%) for all GSAF bargaining unit positions. In addition, the minimums and maximums of each job classification range will be increased by three percent (3%), accordingly.

Within sixty (60) days of an employee's merit review date, the employee's Department shall complete a Performance Evaluation and forward it to Human Resources. The Evaluation shall be completed in accordance with the policy established by Human Resources. Failure to complete a Performance Evaluation within sixty (60) days will result in an automatic two percent (2%) salary increase. Performance Evaluation increases may total no more than two percent (2%).

Employees who receive a score of sixty (60) above shall receive a two percent (2%) increase on their merit review date. If an employee's merit rating score does not qualify him/her for a merit increase, the employee shall not receive any merit salary increase; however, said employee may grieve the evaluation up to Step III under the provisions of this Agreement.

**Section 8.2. Holidays.** The following fourteen (14) days shall be considered holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day following Thanksgiving, Christmas Day, Dr. Martin Luther King's Birthday, three (3) floating holidays, and the Employee's Birthday. Employees shall become eligible for floating holidays and the Birthday Holiday upon completing six (6) months continuous service with the City.

**Section 8.3. Holiday Pay.**

- a) Whenever any of the holidays listed in Section 8.2. Holidays, of this Agreement fall on a Sunday (or Monday for employees whose regular day off is Monday), the following workday shall be observed as the official holiday; whenever any of the above listed holidays occur on a Saturday (or Friday for employees whose regular day off is Friday), the preceding workday shall be observed as the official holiday. In such cases, the day on which the holiday is observed shall be considered to be the paid holiday and not the regular day.

City celebrated holidays that fall on Tuesday, Wednesday, or Thursday, and said holiday is on the employee's regular day off, then the employee shall receive a day's pay for said holiday, if they meet all of the qualifications contained herein.

- b) To be eligible for a paid holiday, an employee must report for scheduled work on the holiday if applicable, on the last scheduled day preceding the holiday and the first scheduled day following the holiday unless such absences are excused. To qualify for Holiday Pay, excused absences are defined as:
  - 1) an employee calls in sick and is eligible to receive paid sick leave, and who is granted sick leave usage;
  - 2) approved annual leave;
  - 3) floating holiday;
  - 4) birthday;
  - 5) bereavement.
- c) Whenever an observed holiday occurs on an employee's scheduled day off and the employee does not work thereon, the employee shall receive for his/her normal workday a straight time hourly rate of pay for the holiday.
- d) For work on a holiday falling on a non-job basis employee's regularly scheduled work day, he/she shall receive holiday pay for the holiday and time and one half for the hours worked.

- e) Should a non-job basis employee be required to work on a holiday falling on his/her day off, he/she shall receive holiday pay for the holiday and shall receive pay at double time and one half rate for the hours worked.
- f) Failure to report for work on, before, after, or during the holiday after having been scheduled to work on such holiday shall be just cause for denial of holiday pay.
- g) A holiday which is observed during an employee's regularly scheduled workweek shall be considered as time worked for the purpose of computing overtime for non-job basis employees.

Effective October 1, 2013, only actual hours worked shall be considered for the purposes of computing overtime. Paid leave, including but not limited to annual, holiday, sick, family and medical (FMLA), birthday, floater, bereavement and administrative leave shall not be considered as time worked for the purpose of computing overtime. This provision shall take effect provided the same terms are accepted by or imposed upon the American Federation of State, County and Municipal Employees (AFSCME) Local No. 1554 collective bargaining unit in its 2013-2016 collective bargaining agreement.

**Section 8.4. Meal Allowance.** An employee who works three (3) or more hours of overtime that is contiguous with his/her shift shall be paid a seven dollars (\$7.00) meal allowance.

In the event of emergency conditions or if employees are supplied with a meal while working the overtime hours, the meal allowance, as provided under this Section, shall cease.

**Section 8.5. Bereavement Leave.** In case of death in the immediate family of an employee, time off with straight-time pay will be allowed for up to two (2) scheduled workdays per death. An additional three (3) days may be granted, for a maximum of five (5) days off, if approved by the Department Head. The three (3) additional days off may be charged to the employee's accrued sick or vacation time, and shall not be counted against the employee for the purposes of performance evaluations ratings.

The immediate family shall be defined as father, mother, husband, wife, sister, brother, son, daughter, grandchild, grandfather, grandmother, mother-in-law, father-in-law, stepfather, stepmother, stepson or stepdaughter, or domestic partner (as defined in the Domestic Partner Leave Ordinance).

In the case of a death of a member of the employee's family not herein specified but who lived with the employee's family at the time of his/her death, consideration will be given to the employee's request to use accrued annual leave or floating holidays to attend the funeral.

Upon request, an employee may be required to provide verification of his/her relationship to the deceased and of the death.

**Section 8.6. Unpaid Leaves.** Leave of absence without pay may be granted in accordance with the City of Miami Beach Personnel Rules.

**Section 8.7. Jury Duty.** The City of Miami Beach shall permit employees either to keep payments received from Courts of competent jurisdiction for being on jury duty, or in the alternative, their standard rate of pay, whichever is higher. For each day an employee is called to jury duty, he/she shall be excused from work for such time as is necessary to complete jury duty service. Employees are expected to return to work upon being released from jury duty during the work shift. However, if three (3) hours or less are left in the employee's work shift at the time that the employee is released from jury duty, the employee shall immediately contact his/her immediate supervisor for instructions as to whether he/she should return to work for the remainder of that shift.

**Section 8.8. Uniforms.** For the term of this Agreement, the City will provide uniforms (i.e., a full uniform set shall include a long or short sleeve shirt and long or short pants) to bargaining unit employees who are required to wear them. Employees will be issued 5 sets of new uniforms (4 sets if the employee works a 4 day work week) in April of each year. New employees will be issued five (5) sets (or four (4) sets depending on the employees schedule) of uniforms upon entry into the bargaining unit. If an employee has been employed in the bargaining unit position for six (6) months or less when additional new uniforms are issued in April, then the additional new uniforms will not be issued to the employee at that time, but the employee will be issued a complete set of new uniforms in the following April. The composition of the uniform shall be determined by the Department Director after consultation with the Association. The uniforms issued shall be chosen based on considerations of employee safety and comfort, as well as cost. Issued uniform items (i.e., a shirt or pants) will be replaced on a timely basis by the Department upon the employee's presentation of worn or damaged uniform items provided, however, employees shall receive no more than two (2) additional replacement uniforms items (up to 2 shirts and/or 2 pants) each year. Each Department shall provide necessary safety/foul weather gear, as appropriate.

The Beach Patrol Operations Supervisor shall be provided with one (1) sweat suit per year.

All GSAF Employees will receive one (1) uniform jacket during year three (3) of the term of this contract.

The vendors will deliver the uniforms in the month of April of each year for the term of this Agreement.

**Section 8.9. Safety Shoes.** Employees in the following job classifications will be required to wear safety shoes during all working hours. A safety shoe certificate will be provided to those employees in the following job classifications for the purchase of safety shoes meeting ANSI Z41 Federal Safety Standards.

When due to extreme wear and tear or accidental destruction, a replacement pair of safety shoes is required, the City will grant an additional shoe certificate for the purchase of a replacement pair of safety shoes when the destroyed or irreparable pair of safety shoes is turned in to the Department. The Department Director, or his/her designee, shall issue the certificate for the replacement pair of safety shoes on the basis of need and not on an automatic basis. Further the replacement of worn heels and/or soles on the safety shoes shall be the responsibility of the employee and not the City.

Those employees in the following classifications will make his/her safety shoe selection from a predetermined list of safety shoes, which will be developed by an Association/Management Committee comprised of two (2) Association representatives and three (3) Management representatives.

Air Conditioning Supervisor	Pumping Operations Supervisor
City Surveyor	Senior Building Inspector
Electrician Supervisor	Senior Engineering Inspector
Electronics/Instruments Supervisor	Sewer Field Operations Supervisor
Fleet Operations Supervisor	Street Lighting Operations Supervisor
Maintenance Supervisor	Street Operation Supervisor
Metered Service Supervisor	Warehouse Supervisor
Parking Operations Supervisor	Water Field Operations Supervisor
Park Operations Supervisor	Water Meter Supervisor
Paint Supervisor	
Plumbing Supervisor	

It is the City's intent that the safety shoes selected and approved by the Safety Shoe Committee shall not be significantly inferior in quality to the safety shoes currently being offered to employees. Employees receiving the safety shoe certificate will be required to purchase and wear the safety shoes during all working hours, and will be subject to up to the loss of a day's pay for each day that the employee reports to work and fails to wear the required safety shoes. Action taken against the employee under this Section shall not be appealable to the Personnel Board or grievable under this Agreement.

**Section 8.10. Shift Differential.** Where a majority of an employee's regularly assigned shift hours fall between 3:00 p.m. and 11:00 p.m., the employee shall receive a shift differential of forty five cents (\$.45) per hour for work performed after 3:00 p.m.

Where a majority of an employee's regularly assigned shift hours fall between 11:00 p.m. and 6:30 a.m., the employee shall receive a shift differential of fifty- five cents (\$.55) per hour for work performed after 11:00 p.m.

**Section 8.11. Rate of Pay When Working Out of Classification.** An employee may be required to temporarily work out of his/her classification when directed by Management. Temporarily is defined as an employee who is clearly and definitely performing the principal duties in a higher pay classification for more than two (2) hours per day, and they shall not exceed 580 hours in a 12-month period, and shall be paid as follows, except at the sole discretion of the Human Resources Director, he/she may waive the 580 hour cap if in his/her judgment, it will best serve the needs of the City service:

- a) If he/she is temporarily working in a lower classification, he/she shall receive his/her hourly rate in his/her regular classification. Employees will not be assigned to lower classification work as punishment or to demean the employee.
- b) If he/she is temporarily working for two (2) or more consecutive hours in a higher paying classification, he/she shall be paid an hourly rate of one dollar (\$1.00) per hour to be added to the employee's straight-time rate of pay.

Employees being trained with on-site supervisory assistance in a bona-fide training program for a higher paying classification will be paid their current rate in their regular classification during such training time.

**Section 8.12. Paid Leave.** Full-time bargaining unit employees shall earn and be paid for sick leave and vacation leave in accordance with Ordinance No. 1335 provided, however that:

A medical certificate, signed by a licensed physician, shall be required to substantiate a request for sick leave when:

- a) a supervisor suspects abuse of sick leave because of a developing pattern (e.g., frequent sick leave usage of less than one shift in a continuing twelve (12) month period, employee denied annual leave and subsequently claims illness, etc.). The Supervisor shall inform the employee that a doctor's excuse will be required in order to "approve" any further use of sick leave. Such requirement shall be reviewed by the Human Resources Department at the end of six (6) months to determine if it is necessary that it continue; or
- b) the illness occurred while the employee was on vacation leave and a request is made to credit sick leave instead of vacation; or

- c) an employee has been absent from work for more than five (5) consecutive workdays.
- d) the sick leave is during an emergency, such as a hurricane.

The grant of emergency leave as provided for in the City's Work Rules may be denied, if an employee does not provide evidence satisfactory to his/her supervisor that the cause of the absence was an emergency.

**Section 8.13. Perfect Attendance Bonus.** Full-time employees who perform the full scope of their regularly assigned classification for the full term of each Fiscal Year covered by this Agreement (i.e., 2012/2013; 2013/2014; 2014/2015), shall receive a lump sum bonus of three hundred dollars (\$300.00), (non-pensionable earnings) provided that they have not used sick leave or been absent for any reason that was not authorized at least forty-eight (48) hours in advance. An employee will also be allowed two (2) incidents of tardiness and one (1) emergency vacation. This bonus shall be paid in December of each year of the contract.

**Section 8.14. Part-Time Employees.** Notwithstanding any other provision in this Agreement, bargaining unit employees who work part-time schedules shall earn fifty percent (50%) of sick and vacation leave credits earned by full-time employees. Pay for absences due to illness or vacation shall be for approved hours absent from scheduled assignments.

Payoffs for sick and vacation balances at separation, bereavement leave, and holiday pay shall also be provided at the rate of fifty percent (50%) of that afforded to full-time employees.

**Section 8.15. Sick and Vacation Leave Accrual and Maximum Payment on Termination.** All employees covered by the agreement and hired after October 1, 1978 shall, under applicable ordinances, rules and regulations: be allowed to accumulate no more than 500 hours of vacation leave except in accordance with provision for postponement of vacation leave; be permitted to transfer sick leave in excess of 360 hours to vacation leave at the rate of two (2) days of sick leave to one (1) day vacation leave to be used in the pay period year when transferred, be permitted a maximum payment time at termination, death, or retirement of 620 hours vacation leave and one-half of sick leave to a maximum of 600 hours.

**Section 8.16. Pay for Hazard Duty.** Employees working hazard duty will be paid \$1.00 an hour for time actually spent in these activities. Hazard duty applies to the following activities:

- A) Spraying hazardous chemicals (Hazardous materials shall be identified in the Material Safety Data Sheet (MSDS) and/or Product Safety Data Sheet (PSDS)).
- B) Diving with scuba gear
- C) Working in trenches five (5) feet in depth or greater



- D) Working in raw sewage
- E) Working forty (40) feet or higher on aerial lift operations.

**Section 8.17. Essential Personnel (Hurricane Pay).** When the City declares an emergency due to a named hurricane and other events and non-essential personnel employees are advised to stay home with pay and essential personnel employees are ordered to work, essential personnel employees shall be paid at the rate of one and one-half of their straight hourly wages for all hours worked for up to three (3) days.

**Section 8.18. License(s) Maintenance.** Three (3) positions in Property Management (Air Conditioning Supervisor, Electrician Supervisor, and Plumbing Supervisor) and one (1) position in Public Works (Electrician Supervisor) will receive a supplement of three hundred dollars (\$300) biweekly for using their license as a qualifier. The supplement will start when the employee's license is approved by the Licensing Board. The supplement will continue until either party requests a change of status to remove the qualifier or if the license expires. The City will fill out the appropriate forms in a timely fashion and send a copy of the completed form to GSAF. As one of the conditions and responsibilities related to the receipt of this supplement, the employee must make every reasonable effort to be available for telephone calls while off duty.

The following is only applicable for the four (4) employees referenced above who use their license as a qualifier:

If the employee is contacted via telephone outside of their normal hours of work, they shall receive one (1) hour of straight time pay as a bonus. Any such telephone conversation must be initiated only by the Property Management Director or their designee. Those employees receiving a biweekly supplement for using their license as a qualifier shall be exempt from Section 7.6(b), Standby Pay, of this Agreement.

The Supplement is not part of base salary. Therefore, the supplement can go above the maximum of the pay range. The supplement is pensionable. The supplement will be reviewed on an annual basis to determine if the supplement should be increased according to market conditions.

In the event that the City determines that any additional licensee(s) may be used as a primary qualifier under terms that are acceptable to the City, and the City decides to use any additional licensee, then the employee/licensee will be paid the qualification payment under the terms set forth above.

**Section 8.19. Tool Reimbursement.** The City will continue a Tool Reimbursement benefit through which bargaining unit employees in the job classifications of Air Conditioning Supervisor, Electrician Supervisor, and Plumbing Supervisor may be reimbursed for an employee's tool that is damaged or broken while being used at work, provided however, that the damage must not be the result of the employee's negligence. The maximum amount payable in any fiscal year for tool reimbursement per employee is \$400. To be eligible for reimbursement,

the employee must provide to the Department or Division Director, the broken/damaged tool (which the City may keep) and a report describing the circumstances regarding where, when and how tool was broken/damaged, and the receipt for the replacement tool purchased which must be of like quality and value. The tool must not be otherwise repairable or replaceable through a manufacturer's warranty. Denial of a request for reimbursement is not grievable.

Bargaining unit employees in the above noted positions, who have been paid a Tool Allowance benefit before October of 1998, will remain eligible for only such Tool Allowance. Bargaining unit employees in the above noted positions who were hired after October of 1998 and/or who were not receiving a Tool Allowance will be eligible for the Tool Reimbursement. However, no employee will be eligible for both a Tool Allowance and Tool Reimbursement benefits.

**Section 8.20. EMT Certification Pay.** Beach Patrol Operations Supervisors who obtain and maintain the Emergency Medical Technician (EMT) certificate given by the State of Florida shall receive a five percent (5%) pay increase.

**Section 8.21. Skill Pay Supplement.**

Fleet Management Department: Automobile Technicians/Medium/Heavy Truck Technicians

<sup>a</sup> 3 to 5 Certifications	\$50.00/month
<sup>a</sup> 6 to 7 Certifications	\$90.00/month
<sup>a</sup> "Master" Auto Technician	\$150.00/month
<sup>a</sup> "Master" Auto Technician with EVT	\$200.00/month
Automotive Parts Specialist (3 of 3 Certifications)	\$50.00/month *
Automotive Service Consultant	\$50.00/month *

<sup>a</sup> Supplement amounts are not cumulative

\* Can only be taken as an addition to "Master" Auto Technician or "Master" Auto Technician with EVT

Fire Department

Level 1 Fire/Ambulance	\$50.00/month
Level 2 Fire/Ambulance	\$90.00/month
EVT Master Fire/Ambulance	\$150.00/month

Note: The maximum Skill Pay Supplement Benefit would be \$300.00/month

Note: Other Certifications as approved by the Department Head

Skill pay supplement requires employee to hold the classification of: Lead Mechanic or Fleet Operation Supervisor

Employee cannot receive skill pay if not on regular work status (i.e. Cannot receive skill pay if on a light duty assignment)

Employees must notify the department staff when he/she does not maintain the required certification level. Failure to do so may result in discipline, and any supplement pay received while not certified shall be refunded to the City.

**ARTICLE 9**  
**INSURANCE**

The City shall offer group health care coverage including medical, dental, and life insurance plans to full-time bargaining unit employees and their legal dependents during the term of this Agreement. The City will continue to pay at least fifty percent (50%) of the premium cost for eligible employees. The City will continue to offer alternative plans as options for employees. The City may change insurance carriers and/or the scope and level of benefits in any plan. The City also may change the percentage of premium cost paid by the City (i.e., provided that it remains at least 50%) from year to year for any one or more of the optional plans available, depending upon the scope and level of benefits available in each of the optional plans.

The City agrees that it will not change the level of benefits during the term of this Agreement without first consulting with the Group Insurance Board, or a labor-management advisory committee created as a substitute for such Board. A bargaining unit employee may serve on this Board/committee for as long as bargaining unit employees participate, exclusively, in the City's group health insurance plan.

**ARTICLE 10**  
**PENSION AND RETIREE HEALTH**

- A) The Miami Beach Employees' Retirement Plan (MBERP) is the pension plan for bargaining unit members, except for those employees who previously elected to remain in the 401-A retirement program (in lieu of participating in the City's pension plan). The current benefits and member contributions provided by the MBERP shall remain in effect for the term of this Agreement, except as follows:

Effective July 18, 2010, for employees hired prior to August 1, 1993, who participate in the MBERP, the employee pension contribution shall increase by 2% of earnings, from 10% to 12% of earnings; Effective July 18, 2010, for employees hired on or after August 1, 1993, who participate in the MBERP, the employee pension contribution shall increase by 2% of earnings, from 8% to 10% of earnings. The additional two percent (2%) employee pension contributions described herein shall cease upon such additional pension contributions not being accepted by or imposed upon the American Federation of State, County and Municipal Employees (AFSCME) Local No. 1554 collective bargaining unit in its 2013-2016 collective bargaining agreement. In such an event, the cessation of the additional pension contributions for employees covered under the GSAF bargaining unit shall take effect upon ratification of the 2013-2016 collective bargaining agreement between the City and the American Federation of State, County and Municipal Employees (AFSCME) Local No. 1554. There shall be no retroactive compensation awarded for the purposes of this section.

1. Final Average Monthly Earnings (FAME)

- a) For those employees who participate in the MBERP and are at normal retirement age or are 24 months or less from normal retirement age as of July 14, 2010, as defined by Ordinance 2006-3504, as amended, the Final Average Monthly Earnings (FAME) is at one-twelfth (1/12) of the average annual earnings of the employee during the two (2) highest paid years of creditable service.
- b) For those employees who participate in the MBERP, and who are between 24 and 36 months from a normal retirement age as of July 14, 2010, as defined by Ordinance 2006-3504, as amended, the Final Average Monthly Earnings (FAME) means one-twelfth (1/12) of the average annual earnings of the employee during the three (3) highest paid years of creditable service.
- c) For those employees who participate in the MBERP, and who are between 36 and 48 months from normal retirement age as of July 14, 2010, as defined by Ordinance 2006-3504, as

amended, the Final Average Monthly Earnings (FAME) means one-twelfth (1/12) of the average annual earnings of the employee during the four (4) highest paid years of creditable service.

- d) For those employees who participate in the MBERP, and who are more than 48 months from normal retirement age as of July 14, 2010, as defined by Ordinance 2006-3504, as amended, the Final Average Monthly Earnings (FAME) means one-twelfth (1/12) of the average annual earnings of the employee during the five (5) highest paid years of creditable service.
2. Employees shall be eligible to enter the Deferred Retirement Option Plan (DROP) at the normal retirement age specified in the pertinent pension ordinance, and may participate in the DROP for a maximum of thirty-six (36) months for employees hired prior to July 14, 2010, and sixty (60) months for employees hired on or after July 14, 2010. Subject to actuarial verification that extending the DROP period for employees hired prior to July 14, 2010 does not result in an increased cost to the City, effective upon ratification of this collective bargaining agreement, all current and future employees participating in the DROP shall be entitled to participate in the DROP for a maximum period not to exceed sixty (60) months in total. Any employee who previously executed a form entitling him or her to enter the DROP for a period of less than sixty (60) months in total shall be given a one-time irrevocable election, within thirty (30) calendar days from the effective date of the conforming City ordinance amending the DROP period as set forth herein, to execute a new form extending his or her DROP period for up to sixty (60) months in total.

Notwithstanding the foregoing, nothing herein shall preclude an employee who is presently participating in the DROP from their continued active employment and termination of employment in accordance with their original DROP separation date.

- 3. Effective September 30, 2013, the option to purchase up to two (2) years of prior creditable service shall be eliminated for all employees covered by the GSAF bargaining unit.
- 4. Employees Hired on or after July 14, 2010.

The current benefits and member contributions provided by the MBERP shall remain in effect for employees hired on or after July 14, 2010, except as follows:

- 1) The normal retirement date is age 55 with at least thirty (30) years of creditable service, or age 62 with at least five (5) years of creditable service.

- 2) The early retirement date is the date on which the member's age plus years of creditable service equal 75, with a minimum age of 55.
  - 3) The Final Average Monthly Earnings (FAME) shall be an average of the highest five (5) years of employment.
  - 4) The benefit multiplier shall be two and one half percent (2.5%) multiplied by the member's years of creditable service, subject to a maximum of 80% of the member's FAME.
  - 5) The retiree Cost of Living Adjustment (COLA) will be one and one half percent (1.5%) per year, with the first adjustment deferred to one (1) year after the end of the DROP.
  - 6) The employee contribution will be 10% of salary.
  - 7) The standard form of benefit is a lifetime annuity.
  - 8) Members who separate from City employment with five (5) or more years of creditable service but prior to the normal or early retirement date shall be eligible to receive a normal retirement benefit at age 62.
- B) Effective September 6, 2006, the parties agree that any bargaining unit member who previously elected or who elects to participate in the 401-A retirement program (in lieu of participating in the City's pension plan) shall be required to work at least ten (10) years before becoming eligible for any retiree health benefits from the City.
- C) Any bargaining unit member who is eligible for retiree health benefits from the City must make a one time irrevocable election to continue receipt of health benefits via the City's plan at the time that the employee terminates City employment. The parties also agree that if a member initially elects to continue under City health insurance, but thereafter discontinues or is discontinued from such coverage, then the retiree may resume coverage only at their own expense, without any employer contribution whatsoever.
- D) Employees hired on or after September 6, 2006, will be entitled to a City contribution against the cost of continued health insurance coverage in the City's health insurance plan after retirement (or separation) from City employment, as set forth in this section. Any employee hired on or after September 6, 2006, who then remains employed until reaching eligibility for normal retirement, and who elects to continue insurance coverage under the City's health plan, shall upon receipt of normal retirement benefits also receive an additional separate supplemental monthly stipend payment in the initial amount of \$10.00 per year of credited service, up to a maximum of \$250.00 per month until age 65, and \$5.00 per year of credited service up to a maximum of \$125.00 per month thereafter. There shall be no other City contribution toward the cost of continued health insurance coverage for such employees and this benefit shall be paid only during the life of the retiree.

**ARTICLE 11**  
**GENERAL PROVISIONS**

**Section 11.1. Discrimination.** In accordance with applicable federal, state and local laws, the City and the Association agree not to discriminate against any employee on the basis of an individual's race, sex, condition related to sex (pregnancy) color, religion, national origin, age (40 and over), disability, marital status, familial status, citizenship, intending citizenship status, sexual orientation, political party affiliation; and/or Association membership.

**Section 11.2. Meetings Between Parties.** At the reasonable request of either party, the Association President; or his/her Representative; and the City Manager or his/her designee for Labor Relations, shall meet at least quarterly at a mutually agreed time and place to discuss matters of concern. Whenever time permits, the party requesting the meeting shall submit written notice of the subject matter to be discussed. Such notice shall be submitted one week in advance of the proposed meeting date. Whenever the Association President, or his/her Representative, makes suggestions or recommendations to the City Manager or his/her designee for Labor Relations, specifically concerning productivity of job safety, the City Manager or his/her designee for Labor Relations, will respond as appropriate.

**Section 11.3. Work Rules.** The City will provide the Association with a copy of any written rules that are instituted or modified during the term of this Agreement affecting employees in the bargaining unit. In the event the City desires to alter, amend, or modify existing written work rules, or promulgate new written work rules, the proposed changes will be submitted for review to a joint labor/management committee. The City shall have two (2) representatives and the Association shall have two (2) representatives on this committee, which will make recommendations to the City Manager. The proposed changes shall not become effective until a final decision of the City Manager has been rendered whose decision is not grievable.

**Section 11.4. Stress Reduction/Police Department's Public Safety Communications Unit.** Those employees covered by this Agreement who work in the Miami Beach Police Department's Public Safety Communications Unit (PSCU), will be given a stress reduction training program provided by the City. Such stress training will be a one-day stress seminar as given to sworn officers. Should an employee and/or management supervisor believe that an employee might benefit by being referred to the City's Employee Assistance Program (EAP), then the employee will be referred consistent with current policies. If an employee needs help beyond that offered by the EAP, then the EAP may require appropriate referrals for outside professional assistance.



**Section 11.5. Labor/Management Committee.** In order to strengthen the parties' labor/management relations, the Association agrees to participate with the City in labor-management committees to address the issues in Departments. Such committees may be requested by the Association or by the City (through the City Manager, Department Directors, or designees) to meet at mutually accepted times.

**Section 11.6. Safety.** The City agrees to provide, at no cost to the employee, any appropriate safety equipment required to be worn or otherwise utilized by the employee. This shall include such items as hard hats, gloves, etc. Those employees issued such equipment will be responsible for such safety equipment, and any loss or damage due to the neglect of the employee may require the employee to pay for the replacement of said City-issued equipment.

- a) The City agrees to provide, upon request, up-to-date, non-glare screens for computer terminals.
- b) The City shall evaluate and provide, upon request, a wrist rest, which will help alleviate the stress upon the hands and arms of those employees performing repetitive motion, to all persons who use computers for more than 50% of their workday.
- c) The City will provide appropriate self-defense training to all Parking Enforcement employees.
- d) The Association is encouraged to have its members volunteer to serve on the Department Safety Committees that are being organized in each City Department. The bargaining unit member serving on the City's Safety Committees will not suffer any loss of benefits or wages for attendance at regularly scheduled meetings during regular scheduled work time. No overtime will be paid for attendance at such meetings.
- e) If there is a central, Citywide Safety Committee, the Association's President, or his/her designee, may be a member if he/she so requests.

**Section 11.7. Bulletin Boards.** The Association may, at its own expense, place a bulletin board in each department, not to exceed approximately three feet by two feet (3' x 2') in size. The Bulletin Boards shall be used for posting the following notices only:

- a) Notices of Association Meetings.
- b) Notices of Association Elections.
- c) Reports of Association Committees.
- d) Recreational and Social Affairs of the Association.
- e) Any material of informational nature related to Government Supervisors Association of Florida/OPEIU.

Materials, notices or announcements which contain anything political or controversial that might reflect upon the City, any of its employees, or any other labor organizations among its employees, or any materials, notices, or announcements which violate any of the provisions of this Section, shall not be posted.

Any materials that are posted which are not in conformance with this Section may be removed at the discretion of the City.

**Section 11.8. Probationary Employees.** A probationary employee who is dismissed without cause shall have the right to discuss with the appointing officer the reasons for such dismissal at a mutually agreed to time. Following such meeting, a probationary employee, if he/she so desires, shall have the right to further review the reasons for such dismissal with the City Manager or his/her designated representative at a mutually agreed to time. It is expressly understood, however, that the appointing officer retains the exclusive discretion with respect to the retention or dismissal of probationary employees.

Periods of absence shall cause the probationary period to be extended for an equal amount of time. At the request of the appointing authority, the City Managers designee for Human Resources may extend the probationary period for up to three (3) additional months provided that the reasons for extension are given to the employee in advance of the expiration of the initial probationary period. The City acknowledges the importance of giving timely performance appraisals and feedback to probationary employees.

**Section 11.9. Notification in the Event of Transfer or Contracting Out.** When the City contemplates entering into a contract with an outside supplier or service agency to perform services presently being performed by bargaining unit employees and such contract shall result in the lay-off of any bargaining unit employee, the City agrees that it will, upon written request, meet and discuss with the Representatives of the Union the effect of such contract upon members of the bargaining unit.

If the City enters into such a contract and, as a result thereof, an employee will be laid off, the City agrees to ask the Contractor to provide first consideration for such employee for any available work.

In the event that the employee is not employed by the contractor, the City will offer such employee another available job with the City, if there is a budgeted vacancy and the employee affected by the subcontracting is qualified to perform. Questions of qualification to perform the job duties shall be decided in the sole discretion of the City Manager's designee for Human Resources.

If there are no jobs available, the reduction in force provision contained in the Personnel Rules shall apply, provided that such laid-off employee shall be recalled to work before the City hires new permanent employees to perform the work of the classification held by the employee at the time of the layoff.

This recall right shall exist for up to the individual's total service time with the City, but not to exceed two (2) years after the date of the person's layoff date, but such recall right shall cease as of two (2) years after layoff, or if the employee does not return to work as scheduled if he/she is offered a recall notice prior to the two (2) years.

It shall be the responsibility of the laid-off employee to notify the Human Resources Department when technical skills, training, and experience have been enhanced during the lay-off period, which may allow the individual to apply for another bargaining unit job with the City.

Nothing in this Section will be construed to limit the Association's right to bargain concerning the identified impact or effects of subcontracting out or transferring upon Bargaining Unit members.

**Section 11.10. Seniority.**

- 1) When vacations are scheduled, permanent vacancies or shifts are filled, or promotions are made to a position within the bargaining unit, seniority shall apply when all other factors are equal. For these purposes, seniority shall be measured by the length of time in the affected classification of the Bargaining Unit except:
  - For those members promoted on the same date, seniority will be determined by date of employment; and
  - For those members whose promotion date and date of employment are the same, seniority shall be determined by the higher score on the eligibility list.
  - For those members whose promotion date, date of employment and eligibility list scores are the same, seniority shall be determined by total service/longevity hours to date with the City.
- 2) Seniority will not apply in an emergency.

**Section 11.11. Reduction in Force.** When there is a reduction in the bargaining unit workforce, employees will be subject to the layoff procedure set forth in the City's Personnel Rules.

**Section 11.12. Military Leave.** Federal and State law concerning military leave govern the City and all employees represented by this Agreement shall receive the benefits of such laws.

**Section 11.13. Pay Advances.** An employee in this unit may request his/her pay check in advance of any scheduled annual leave by submitting a written request to the Human Resources Director at least one (1) pay period prior to leaving on annual leave. However, the written request does not guarantee that the City will be able to provide the employee with a pay check in advance of any scheduled pay day. Approval for an advanced pay check will not be unreasonably withheld.

**Section 11.14. Mentoring Program.** Bargaining unit employees may request to participate in the City's Mentoring Program, as set forth in the Human Resources' Department policies and procedures, which may be changed from time to time or discontinued at the City Manager's discretion. Denial or disapproval of a request for participation in this Program shall not be grievable.

**Section 11.15. Political Activities of Employees.** Except as provided by Federal, State, County laws and/or City of Miami Beach laws, ordinances or rules including Personnel Rule I(b), the City shall not make, adopt or enforce any rule, regulation or policy;

- a) Forbidding or preventing employees from engaging or participating in politics or from becoming candidates for public office; or
- b) Controlling, directing or tending to control or direct the political activities or affiliations of employees.

It is understood that no political activities may be conducted by unit members during the employee's scheduled work day or with City equipment and/or City resources.

**Section 11.16. Promotions.** The term promotion as used in this Agreement means the advancement of an employee to a higher paying classification. Whenever a bargaining unit job opening occurs in any existing job classification or as a result of the development or establishment of a new classification, a notice shall be posted for no less than two (2) weeks.

Eligible and qualified employees who wish to apply for the open bargaining unit position may do so in writing and submit the application to Human Resources. If there is more than one (1) employee qualified for promotion to the bargaining unit job classification that have equal skill, ability and qualifications (factors to be considered include but are not limited to skill, ability, qualifications, interview score, disciplinary history, attendance history and performance evaluation scores) then seniority with the City shall apply. Seniority for the purpose of this subsection shall mean length of continuous service with the City.

**ARTICLE 12**  
**DRUG AND ALCOHOL TESTING**

The City and the Association recognize that employee substance and alcohol abuse has an adverse impact on City government, the image of City employees, the general health, welfare, and safety of employees, and the general public at large. Both random and reasonable suspicion drug and alcohol testing shall be pursuant to the Memorandum of Understanding reached between the parties and incorporated herein by reference.

### **ARTICLE 13**

#### **SAVINGS**

If any provisions of this Agreement are subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon issuance of such a decision or declaration which is not appealed by either party, the parties shall, following a request by either party, negotiate in good faith on a substitute article, section or portion thereof.

**ARTICLE 14**  
**ENTIRE AGREEMENT**

The Association acknowledges that during negotiations resulting in this Agreement, it had the right and opportunity to make demands and proposals with respect to any and all subjects not removed by law from the area of collective bargaining and that the complete understanding and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Association waives the right, during the term of this Agreement, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, and it particularly waives the right to bargain over the City's exercise of any of its Management's rights set forth in the Management Rights Article of this Agreement, (i.e., changing work hour schedule, transferring employees, laying off employees, etc., except as otherwise provided herein).

The parties intend that this Agreement shall constitute the sole source of their rights and obligations from and to each other for its term either by specific provision or by silence. If the Agreement does not prevent it, the City may take any action (or fail to take any action) it desires and shall have no obligation to bargain with the Association concerning the taking, or not, of the action; but may take unilateral action at the time it desires. The Association does not waive, and shall retain its right, to bargain with the City over the impact of any action taken by the City not set forth in this Agreement, but such impact bargaining shall not serve to delay Management's action until agreement or impasse is resolved concerning the impact at issue.

This Agreement may be amended by mutual agreement of the parties but any amendments must be in writing and signed by duly authorized Representatives of the parties before it will be effective.

**ARTICLE 15**  
**TERM OF AGREEMENT & REOPENER**

This Agreement shall become effective upon City Commission approval and shall remain in effect until the 30<sup>th</sup> day of September 2015. Written notification, by either party, shall be required within no less than one hundred twenty (120) days prior to the expiration date of this Agreement indicating their desire to renegotiate the provisions of this Agreement. Negotiations shall begin no later than ninety (90) days prior to the expiration of the Agreement.



Executed by the parties hereto on the 28 day of October, 2013.

GOVERNMENT SUPERVISORS ASSOCIATION  
OF FLORIDA, OPEIU, LOCAL 100

CITY OF MIAMI BEACH, FLORIDA

By: [Signature]  
Greg Blackman  
GSAF President

By: [Signature]  
Jimmy L. Morales  
City Manager

[Signature]  
Donald D. Slesnick  
GSAF Chief Negotiator

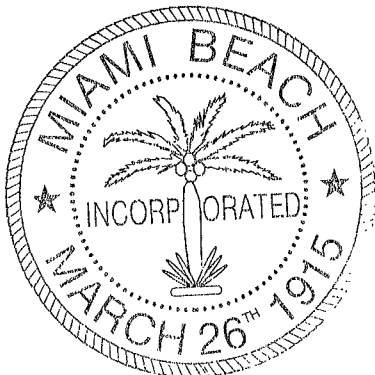
[Signature]  
John Gresham  
GSAF Chief Membership Representative

Approved by vote of the City Commission, October 16<sup>th</sup>, 2013.

[Signature]  
Matti Herrera Bower  
Mayor

ATTEST:

[Signature] 10/28/13  
Rafael E. Granado  
City Clerk



**GOVERNMENT SUPERVISORS ASSOCIATION**  
**OF FLORIDA, OPEIU, LOCAL 100**  
**ELECTION OF REMEDY FORM**

Grievance No. \_\_\_\_\_

This form must be completed and signed at the first step of the grievance procedure.

**Employee must elect, sign, and date only one of the two following choices:**

1. \_\_\_\_\_ I/We elect to utilize the Grievance Procedure contained in the current Agreement between the City of Miami Beach, Florida, and Government Supervisors Association of Florida, OPEIU, Local 100. I understand that this choice precludes my utilization of Option Number 2.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

2. \_\_\_\_\_ I/We elect to utilize another forum for my/our grievance, and in doing so, I/we permanently waive my/our contractual right to the Grievance Procedure contained in the current labor Agreement between the City of Miami Beach and Government Supervisors Association of Florida, OPEIU, Local 100. Any resolution of a grievance from another forum cannot be inconsistent with the terms of the collective bargaining agreement that is in effect.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

RI/cg

**AGREEMENT**

**BETWEEN**

**CITY OF MIAMI BEACH, FLORIDA**

**and the**

**FIRE FIGHTERS OF MIAMI BEACH  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**

**LOCAL 1510**

**AFL-CIO-CLC**

**Period Covered**

**October 1, 2012 through September 30, 2015**

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## **AGREEMENT**

THIS AGREEMENT, made and entered into this 19 day of July, 2013 by and between the City of MIAMI BEACH, FLORIDA (herein called the "City"), and the FIRE FIGHTERS OF MIAMI BEACH INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1510, AFL-CIO-CLC (herein called the "Union").

## **SCOPE**

It is the intention of this Agreement to provide for salaries, fringe benefits, and other terms and conditions of employment. It is further the intention of this Agreement to prevent interruption of work and interference with the efficient operation of the City and to provide for an orderly, prompt and just manner in handling grievances.

Within the context of this Agreement, the use of masculine-gender terms shall be considered gender-neutral and are freely interchangeable with the corresponding female-gender terms.



## **ARTICLE I**

### **Recognition**

The City recognizes the Union as the sole and exclusive bargaining representative for the purpose of negotiations over wages, hours, and other terms and conditions of employment for the following classifications in the Fire Department:

Firefighter I

Firefighter II,

Fire Lieutenant,

Fire Captain, and

all probationary employees serving in these classifications.

All other employees in other present classifications, including Fire Chief, Assistant Chief, Division Chief, Battalion Chief and any other classifications established by the City, are excluded.

## ARTICLE 2

### DEDUCTION OF UNION DUES

**2.1. Checkoff.** Upon receipt of a lawfully executed written authorization from an employee, which is presented to the City by an official designated by the Union in writing, the City agrees during the term of this Agreement to deduct the uniform biweekly Union dues of such employees from their pay and remit such deductions to the Union Treasurer, together with a list of the employees for whom deductions were made; provided, however, that such authorization is revocable at the employee's will upon thirty (30) days written notice to the City and the Union. The Union will notify the City in writing of the exact amount of such uniform membership dues to be deducted. The Union will notify the City in writing thirty (30) days prior to any change in its dues structure. In January of each year of this Agreement, the Union will remit to the City \$400.00 as an administrative fee for the collection of dues by the City.

**2.2. Indemnification.** The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

## ARTICLE 3

### GRIEVANCE PROCEDURE

**3.1. Definition of Grievance and Time Limit for Filing.** A grievance is a dispute involving the interpretation or application of the express terms of this Agreement, excluding matters not covered by this Agreement; or where Personnel Board rules and regulations are involved; provided that disciplinary actions, including discharges, may be grieved under this Article, as provided herein. See Section 3.4 (Election of Remedies) for procedures to be utilized in particular circumstances. No grievance shall be entertained or processed unless it is submitted within fifteen (15) weekdays (excluding Saturday, Sunday, or holidays recognized by the City) after the occurrence of the first event giving rise to the grievance or within fifteen (15) weekdays after the employee, through use of reasonable diligence, should have obtained knowledge of the occurrence of the first event giving rise to the grievance.

**3.2. Definition of Weekday.** The term "weekday", as used herein shall be defined as any day, Monday through Friday, excluding holidays, recognized by the City.

**3.3. Grievance Procedure.** Grievance shall be processed as follows:

**Step 1:** Any employee who believes he/she has a grievance shall present it in writing, on the Grievance Form provided by the City, to his/her Division Chief, or other person designated for that purpose, who shall give his/her answer within six (6) weekdays after such presentation. The employee will also provide the Union with a copy of said grievance. If the City form is not available through the Division Chief's office, the time limit for filing shall be waived until such time as the form is provided to the grieving party.

**Step 2:** If the grievance is not settled in Step 1 and the Union Grievance Committee desires to appeal, it shall be referred in writing by the Union to the Fire Chief within six (6) weekdays after the City's answer in Step 1. The Election of Remedy Form shall be completed and signed by the IAFF and/or the grievant, and attached to the Step 2 grievance. The Fire Chief, or his/her representative,

shall discuss the grievance within six (6) weekdays with the Union Grievance Committee at the time designated by the City. If no settlement is reached, the Fire Chief, or his /her representative, shall give the City's written answer to the Union Grievance Committee within six (6) weekdays following their meeting.

**Step 3:** If the grievance is not settled in Step 2 and the Union Grievance Committee desires to appeal, it shall appeal in writing to the City Manager or his/her designee for Labor Relations within six (6) weekdays after the City's answer in Step 2. A meeting between the City Manager, or his/her designee for Labor Relations, and the Union Grievance Committee shall be held within fifteen (15) weekdays. The City Manager, or his/her designee for Labor Relations, shall give the City's written answer to the Union Grievance Committee within ten (10) weekdays following the meeting.

Any untimely filing of a grievance at any step will be considered withdrawn. Upon mutual agreement of the parties, grievances may be consolidated or grouped, and may also be commenced at Step 3 of the procedure.

**Section 3.4. Election of Remedies.** Disciplinary actions may be grieved (1) under the grievance/arbitration provisions contained in this Article or (2) as set forth in Article 3.9 to a Hearing Examiner, who shall be selected by utilizing the procedure outlined in Section 3.5 of this Article. A grievance involving the interpretation or application of this Agreement may be grieved solely under the grievance/arbitration provisions contained in this Article. Grievances regarding certain non-disciplinary matters, such as disagreements as to the waiving or application of changes to personnel rules or other work rules or policies may be filed by the bargaining agent via the Personnel Board procedures.

The decision of the Hearing Examiner shall be final and binding. The cost of a Hearing Examiner shall be borne by the City. Any proceedings before the Hearing Examiner shall be conducted pursuant to the attached Hearing Examiner Rules.

**3.5. Binding Arbitration.** If the grievance involves a difference of opinion with respect to the interpretation or application of the express terms of this Agreement and said grievance has not been settled in accordance with the foregoing procedure, the Union Grievance Committee may

refer the grievance to binding arbitration within six (6) weekdays after receipt of the City's answer in Step 3. The parties shall attempt to agree upon an arbitrator within six (6) weekdays after receipt of notice of referral and, in the event the parties are unable to agree upon an arbitrator within said six (6) weekday period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Both the City and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two names; and the other party shall then strike two names. The remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection within six (6) weekdays by a joint letter from the City and the Union requesting that he set a time and place for the hearing, subject to the availability of the City and Union representatives.

**3.6. Authority of Arbitrator.** The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him in writing by the City and the Union, and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall submit in writing his/her decision within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, provided that the parties may mutually agree in writing to extend such limitation. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. If the arbitrator acts in accordance with this section, the decision of the arbitrator shall be final and binding.

**3.7. Expenses.** All costs of arbitration, including the arbitrator's fees and expenses, shall be divided equally between the City and the Union provided, however, that each party shall be responsible for compensating its own representatives or witnesses. Either party desiring a copy of the transcript shall bear the cost of same.

**3.8. Processing Grievance.** All grievance discussions and investigations shall take place in a manner which does not interfere with the operation of the Fire Department. Any time spent by the Grievance Committee of the Union in discussions or processing grievances at Step 1, 2 or 3 during their working hours, shall not result in loss of earnings or benefits.

**3.9. Suspensions, Reductions in Pay or Class, or Removal.** Any dispute concerning an employee who has completed his/her probationary period, and who is suspended, reduced in pay, or classification, or removed, shall be processed through the Hearing Examiner procedure governing such appeals, or under this contractual grievance procedure upon the election of the employee within ten (10) days of the event giving rise to the dispute. An election of one procedure shall foreclose any resort to the other procedure. If the employee elects to utilize this contractual grievance procedure, it shall commence at Step 3.

**3.10. Probationary Period.** Nothing herein shall in any way affect the discretion presently accorded the Fire Chief with respect to employees in their probationary period following hire, or in their probationary period following promotion. It is specifically understood by the parties that the exercise of the Fire Chief's discretion in this regard shall not in any way be subject to the grievance procedure set forth herein.

**3.11. Union Grievance Committee.** The Union shall appoint a Grievance Committee of not more than three (3) members, and shall notify in writing the Fire Chief and the City Manager's designee for Labor Relations of the name or names of the employee or employees serving on his committee, and of any changes in the members of the committee. The members of this committee may not conduct any investigation while on duty without receiving the permission of the Fire Chief; however, such permission shall not unreasonably be withheld.

**3.12. Waiver of Time Limitations.** The parties may mutually agree in writing to extend any of the time limitations set forth above for the processing of grievances.

## ARTICLE 4

### **NO STRIKE AND NO LOCKOUT**

**4.1. No Strike.** The parties hereby recognize the provisions of Chapter 447 of the Florida Statutes which define strikes, prohibit strikes, and establish penalties in the case of a strike and incorporate those statutory provisions herein by reference. The parties further agree that the City shall have the right to discharge or otherwise discipline any employee(s) who engage(s) in any activity defined in Section 447.203(6) of the Florida Statutes, at its discretion, provided that an employee may grieve and have arbitrated the question of whether or not he engaged in the prohibited conduct.

**4.2. No Lockout.** The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

## **ARTICLE 5**

### **MANAGEMENT RIGHTS**

It is recognized that, except as stated herein, the City shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the City and the Fire Department in all of its various aspects, including, but not limited to, the right to direct the working forces; to plan, direct, and control all the operations and services of the Fire Department; to determine or change the methods, means, organization, and personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule or reschedule the working hours, to hire and promote; to demote, suspend, discipline or discharge for just cause, or relieve employees due to lack of work or for other legitimate reasons, subject to the Personnel Rules of the City; to make, change, and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.



**ARTICLE 6**  
**GENERAL PROVISIONS**

**6.1. No Discrimination.** In accordance with applicable federal, state, and local law, the City and the Union agree not to discriminate against any employee on the basis of any protected classification.

**6.2. Union Activity.** The City and the Union agree not to interfere with the right of employees to become or not to become members of the Union, and further, that there shall be no discrimination or coercion against any employee because of Union membership or non-membership. It is understood that the Union specifically retains any rights it has arising out of Chapter 447, Florida Statutes, with regard to its representational activities.

**6.3. Seniority List.** The City shall, on March 1<sup>st</sup> of each year, prepare a seniority list by time in rank or grade of all employees covered by this Agreement and immediately thereafter post such list in each fire station. Such seniority list shall stand as posted unless an objection is reported to the Fire Chief within forty (40) calendar days after posting.

**6.4. Relief at Fire.** In the event of a fire or fires, or other emergencies requiring employees to work longer than their regular tour of duty, the officer in charge shall attempt to relieve these employees by the oncoming tour as soon as feasible.

**6.5. Exchange of Time.** The Fire Chief, or designee may grant a request of any two (2) employees to exchange shifts if the City will not incur any overtime costs as a result thereof.

**6.6. Protection of City Property and Equipment.** It shall be the responsibility of any employee having custody of any equipment and property to see that it is properly cared for, kept clean, and returned to its place of storage. The City agrees to provide designated areas for the storage of bunker gear.

**6.7. Uniforms.** The City agrees to provide the following uniforms annually as its expense for the employees covered by this Agreement:

For Combat Division: one (1) dress uniform; three (3) sets of work uniforms; one (1) pair footwear (dress shoes, or boots; employee's choice); two (2) jumpsuits; one (1) work belt; four (4) t-shirts.

For Rescue Division: one dress uniform; three (3) jumpsuits; two (2) sets of work uniforms; one (1) pair of footwear (dress shoes, boots; employee's choice); one (1) work belt; four (4) t-shirts.

For both Divisions: every three (3) years the City shall provide jacket.

The City shall supply one (1) radio holster per radio and shall replace on an as needed basis.

All employees working on day shift shall receive a combination of uniforms as selected by the employee not to exceed the value provide to that of a Rescue Division employee.

All uniformed employees covered by this agreement shall receive \$50.00 per month for uniform cleaning and maintenance.

**6.8. Meetings between Parties.** At the reasonable request of either party, the Union President, or his/her representative, and the City Manager, or his/her designee for Labor Relations, shall meet at a mutually agreed to time and place to discuss matters of mutual concern.

**6.9. Union Time Bank.** The IAFF and its designees or other members of the Executive board as determined by the President, shall have the right to conduct union business (under the conditions described in this Section), through the use of a time bank. For each fiscal year, the union time bank shall be 500 hours with the Union President detached. If the Union President elects not to be full time detached then the Union time bank will be 2,996 hours total, covering the contract period October 1, through September 30.

The Union President shall be assigned to the Support Services Division. On an annual basis, at the time of bid, he or she shall make an election to either: (1) be detached full time; or (2) not to

be detached and bid an assignment according to seniority. The Union President shall not be counted against minimum staffing for staffing purposes. In addition, for promotional purposes the Union President shall not be counted against the Table of Organization. Unused Union time bank hours, not more than a maximum of 500 hours, shall be rolled over from one contract year to the next. Effective October 1, 2013, the maximum amount of unused Union time bank hours that may be rolled over from one contract year to the next shall be increased from 500 to 750 hours. Use of the time bank shall be limited to the IAFF Executive Board (any exceptions to this may be granted by the Fire Chief or his/her designee provided that the request shall not be unreasonably denied). No more than two (2) employees per shift may be granted union time bank leave at any one time. The President of the IAFF shall provide a minimum of twenty-four (24) hours' notice to the Fire Chief for any leave to be granted. Time for attendance at negotiations for a successor agreement is addressed in Article 7.10 of this Agreement. In addition, administrative time which has been provided in the past (as determined by the Fire Chief), to the President, other members of the Executive Board or other IAFF members, shall be provided for attendance at two (2) mutually agreed upon conferences each year of this agreement and such events shall not be included in the union leave time bank. All other union convention time other than these two conferences shall be part of the union time bank.

**6.10. Line of Duty Injuries.** The City agrees that the program for payment of medical and hospitalization expenses incurred as a result of injuries in the line of duty, which is currently in effect as set forth in Section 6.15 of this agreement shall be continued.

**6.11. Change in Shifts.** The City agrees to give employees covered by this Agreement notice prior to any change in shifts, such notice to be at least seven (7) days prior to the change unless circumstances do not permit.

**6.12. Fire and Rescue Off Duty Services.** It is recognized that members of the bargaining unit are offered the opportunity from time to time to perform services utilizing their expertise and training for the benefit of private persons or entities, or public organizations or entities other than the City of Miami Beach. In such cases, the rate for the performance of these off-duty jobs shall be at a uniform hourly rate established by the Fire Chief in consultation with the President of the Union. The parties recognize and agree that the performance of these off-duty jobs or details do not constitute employment by the City of Miami Beach and that payment for these services will be made by and is the responsibility of, the other employer. Performance of

this work shall be on a voluntary basis and there shall be lists of persons who wish to volunteer established on a basis which is mutually agreeable to the Chief and the President of the Union.

Pay for off-duty services is pensionable subject to the cap provisions set forth in Section 7.24. Off-duty hours worked do not count as hours worked for purposes of computing overtime.

#### **6.13. Promotional Examinations and Appointments.**

- a) Upon ratification, all current Fire Captain and Fire Lieutenant promotional lists shall expire on February 28, 2015. All future promotional lists shall remain active for a period of thirty (30) months, effective with the March 1, 2015 lists, from the effective date of each list. Promotional examinations for the position of Fire Captain and Fire Lieutenant will be given at least once every thirty (30) months, in such fashion as to provide continuously active promotional lists. The City agrees to begin the process no later than nine (9) months prior to expiration of the lists. In the event that a promotional examination is delayed, the eligible candidate for that examination shall be those candidates who would have been eligible had the examination been administered in proper sequence. The promotional list developed from a delayed promotional examination shall be retroactive to the date of the expiration of the previous promotional list and shall expire thirty (30) months from the retroactive effective date.
- b) In the absence of an active promotional list, if there is a budgeted promotional vacancy that the City intends to fill, the City will temporarily fill the budgeted vacancy through temporary assignments. Personnel used to fill budgeted vacancies through temporary appointments shall be selected from the expired promotional list, shall be assigned for a period not to exceed ninety (90) days, and shall receive all appropriate wages and benefits afforded the position for the duration of their temporary assignment. Except in cases of exigent circumstances (i.e. hurricanes or other acts of God and delay of process by other parties), where it is clear that through no fault of its own the City fails to provide a promotional examination and eligibility list at the time of expiration of the prior list, any promotional appointments to vacancies created during the period when no eligibility list existed shall be retroactive back to the date of the vacancy. The City shall provide retroactive compensation and seniority to those individuals who are so appointed. However, in cases where a vacancy occurs and the current eligibility list has

been exhausted with no eligible candidates remaining to be appointed to a vacancy, the promotion, compensation and seniority of an eligible candidate off the new promotional list shall be retroactive back to the first day following the expiration of the previous list, subject to the conditions above.

- c) A list of authoritative sources from which technical knowledge for the behavioral assessment component and the written test questions will be compiled by a Book Committee consisting of the Human Resources Director, Fire Chief, the Union President and the test developer or their designees, along with two incumbents, one designated by the Fire Chief and one designated by the union president. Without exception, no member of the Book Committee shall be a candidate for the promotional examination for which the list is compiled. These committee members will be responsible for the authoritative sources for Fire Lieutenant and Fire Captain promotional processes. It is the intent of the City and Union that all sections of the promotional processes will be complete with standing lists ready to post upon expiration of the current three (3) year lists. At least ninety (90) days prior to the scheduled date of the written promotional examination; a final notice will be posted containing a list of authoritative sources from which the technical knowledge, for the behavioral assessment component and the written test questions will be drawn. The technical knowledge for the behavioral assessment component shall be based on written standard operating procedures (SOP)/ standard operating guidelines (SOG) that are job related and rank specific selected by the established Book Committee and/or agreed upon authoritative sources.
- d) Candidates meeting the time in grade service requirements on the date the register expires are eligible to apply to take the promotional examination for their next higher rank. All Firefighter I's who on the date the register expires have five (5) years of seniority from their date of appointment to Firefighter I, are State certified paramedics, and have performance evaluations of satisfactory or above for the preceding twenty-four (24) month period shall be eligible to take the Fire Lieutenant test. All Fire Lieutenants who on the date the register expires have three (3) years regular status from their date of appointment as Fire Lieutenant and have performance evaluations of satisfactory or above for the preceding twenty-four (24) month period shall be eligible to take the Fire Captain's test. For the Fire Captain and Fire Lieutenant promotional

process, an Associate's degree or equivalent in Fire Science, Fire/Business/Public Administration, or coursework in a closely related area from an accredited college or university may substitute for one (1) year of experience (five (5) semester credits equals one (1) month experience). Coursework meeting the State Fire Marshall's requirements for the "Firefighter Supplemental Compensation Program" (Florida Statutes 633.382) will be acceptable. All applicants must have a valid Florida driver's license. Applicants must, in all cases, apply on or before the application cutoff date and time in accordance with Personnel Rules.

- e) There shall be at least two (2) post-test review/scoring sessions conducted on separate days and occurring within fourteen (14) calendar days of the administration of the written examination. Each examinee will review their results when off duty, and will be able to review a copy of his own answer sheet and the scoring key (for use only during the review session) containing the correct response, the name of the reading source and the location from which each test question was drawn. Challenges will be written and submitted to the test developer during the post-test review sessions. The test developer, the City's Manager's designee for Human Resources and the Union President or his designee shall conclusively decide all challenges by a majority vote.

Upon completion of the determination of a score for the behavioral assessment component of the examination, each examinee shall be furnished with their result. Each examinee may review his behavioral assessment component of the examination at a post-test review session for a time period of twice the duration of the behavioral assessment component of the examination. Each examinee will review their results when off duty. Challenges regarding the behavioral assessment component must be in writing and submitted to the test developer either during the post-test review session, or at an optional challenge session scheduled within ninety-six (96) hours of the post-test review session. There will be no review of the behavioral assessment component during the optional challenge session. However, an applicant can review their individual behavioral assessment component during the post-test review and submit challenges during the optional session. Applicants may not take any written notes or test materials from the post test review. The test developer, the City Manager's designee for Human Resources and the Union President or his designee shall conclusively decide all challenges by a majority vote. For each examinee who

submitted a challenge, each examinee's own challenge and response will be available no later than eight (8) weeks after the date of the optional challenge session.

- f) For written promotional examinations for Fire Lieutenant, and Fire Captain, the raw passing score will be seventy percent (70%) after all challenges have been resolved by the test developer. Assessment components will be used for promotions to Fire Lieutenant and Fire Captain. After consultation with the Union President, the City will select an independent, qualified service provider to furnish and administer validated behavioral assessment components that are mutually agreeable to the parties. The City will offer behavioral assessment component preparation, orientation, and overview to all qualified applicants. The written examination given for Fire Lieutenant and Fire Captain will constitute fifty percent (50%) and the behavioral assessment components will constitute fifty percent (50%) of the examinee's combined score. Promotional test results will be expressed as percentage points. For Fire Lieutenant and Fire Captain promotional processes, seniority and education percentage points, in accordance with the following specifications, will then be added to the combined score after the candidate has successfully passed all components for the promotional examination. Veteran's Preference points will be added (after the addition of seniority and education percentages points in accordance with state law).

Fire Lieutenant/Fire Captain:

$(\text{Written Examination Raw Score} * 0.50) + (\text{Behavioral Assessment Component Score} * 0.50 + \text{Education points} + \text{Seniority points} + \text{Veterans Preference Points} = \text{Final Score}.$

For example: a candidate achieved a 76% score on the written examination, achieved a 68% score on the behavioral assessment component, achieved the maximum points in both the education and seniority areas, and had no Veterans' Preference points. The calculation of the candidates' score would be as follows:

$$(76 * 0.5) + (68 * 0.50) + 3.6 + 2.4 + 0 = 78.0$$

## **PROMOTIONAL CREDIT**

Promotional credit shall be limited to a maximum value of six (6) points, divided between two (2) components – seniority and education.

### **Seniority**

Seniority shall be determined using the following formula:

Lieutenant:  $LS \times 0.36 = S$   
Captain:  $LS \times 0.24 = S$

LS shall be defined as length of service with the Miami Beach Fire Department. S shall be defined as Seniority and shall be given a maximum value of 3.6 points.

### **Education**

Education shall be determined using the following formula:

College credit hours non-related (CCNR)  $\times .01 =$  \_\_\_\_\_ (max 1.2)  
College credit hours related (CCR)  $\times .02 =$  \_\_\_\_\_ (max 1.2)  
Associate degree in EMS or FS @ 1.2 \_\_\_\_\_ (max 1.2)  
Associate degree in EMS or FS plus additional CCNR or CCR \_\_\_\_\_ (max 2.4)  
Bachelor degree in EMS or FS @ 2.4 \_\_\_\_\_ (max 2.4)  
Paramedic Certification @ .84 \_\_\_\_\_ (max .84)

The paramedic certification will not be counted as either technical training hours or college credit hours and will be assigned a value of .84 percentage points. College credit hours non-related (CCNR) shall be credit hours documented by transcript or other acceptable evidence from an accredited college or university not related to the degree track for a degree in Fire Science (FS) or Emergency Medical Services (EMS) as designated from an accredited college or university. College credit hours related (CCR) shall be credit hours documented by transcript or other acceptable evidence from an accredited college or university in the degree track for that college or university's Fire Science (FS) or Emergency Medical Services (EMS) degree program excluding credits earned as part of the paramedic program. College credit hour values are based on semester hours and will be pro-rated for other systems (trimesters, quarters, etc.) Associate degree in Fire Science (FS) or Emergency Medical Services (EMS)



shall be a degree received from an accredited college or university with supporting transcript or other acceptable evidence. Bachelor degree in Fire Science (FS) or Emergency Medical Services (EMS) shall be a degree received from an accredited college or university with supporting transcript or other acceptable evidence. Only one degree, either associate's or bachelor's, shall count toward educational credit, however, additional credit hours may be added to the associate degree up to the maximum allowed value, with related and non-related definition as set forth above.

In order to accurately reflect promotional points for all documents submitted, the City will assign mandatory individual appointments for each promotional applicant for document submission and review. The deadline for submission for all documents required to substantiate the educational promotional credit will be 5:00 p.m. fourteen (14) calendar days after the pass/fail notification is provided by Human Resources to Fire Administration. All applicants must be present during the entire document review process to confirm documents and answer questions. Applicants must submit the Promotional Credit Formula (above) for each document that they would like considered. Stapled to the back of each Promotional Credit Formula **must** be an *original or certified copy* of each document the candidate would like considered. Each attachment must indicate the number of college credits the course is worth. The applicant may verify hours by a) indication on a certified transcript, b) indication on the certified copy of the certificate or c) an official letter from the institution stating the hours. If the hours are not indicated in one of these ways, the certificate will not be included for any point calculation. All documents must also include the course title, and the date the course was completed.

Credit hours may not be counted twice. Therefore, classes that were counted towards a degree may not be used again as either technical or college credit hours.

A promotional list for each promotional process will then be created listing examinees in descending numerical order of final score including any education, seniority or Veterans' Preference calculations. The Fire Chief will appoint from these promotional lists. Skip-overs may result from an examinee being rated unsatisfactory in two (2) or more evaluations within the last twenty-four (24) months; being issued three (3) or more written reprimands/suspensions within the last twenty-four (24) months; serving under a Last Chance Agreement; or being physically/mentally unqualified to perform the essential functions of the position.

Promotions shall be made by rank order provided that the ranking examinee's documented performance and/or discipline history are not significantly inferior to that of the next ranking candidate.

The IAFF shall facilitate participation of bargaining unit employees in providing information in order to conduct the job analyses and develop the tests within the time frames requested by the process; provided that such participation shall be on duty time.

The parties agree to review the formula for promotional credit and to implement such revisions as the parties may agree upon in writing.

**6.14. Light Duty Assignments.** If an employee is temporarily unable to perform the essential functions of the employee's job classification due to a non-job related injury/illness, he may make a written request to the Fire Chief for a light duty assignment. The Chief shall determine if there are any necessary functions which could be preferred by a light duty employee. If there are such opportunities, the Chief shall inform the employee in writing of any light duty assignments and the physical capabilities required for their performance.

The employee shall present this light duty assignment information to his/her treating physician and obtain, at his/her expense, a written evaluation of his/her capacity to perform the functions of the assignment. The medical evaluation must be in sufficient detail to satisfy the Chief. The Chief reserves the right to a second opinion from a City-appointed physician. The establishment, duration, work hours, and content of light duty assignments are at the sole discretion of the Fire Chief and may be modified or ended at any time.

**6.15. Injury Service Connected (ISC).** For two (2) sixteen (16) week periods, the City agrees to compensate any member of the bargaining unit with the difference between the weekly disability Workers' Compensation benefit received or which the employee is entitled to receive, and his/her regular rate of pay for any time lost from work due to a service-connected injury. "Service-connected injuries" shall be defined as injuries sustained under the following circumstances:

- a) while on duty and entitled to be paid by the City; or
- b) while reasonably exercising Firefighter functions within the City limits of Miami Beach while off duty; or while working a departmentally sanctioned off-duty job; or
- c) while exercising Firefighter functions when there is a physical danger to a person and the employee takes reasonable action off duty in Miami Dade County, Monroe County,

Broward County, or Palm Beach County, excluding any injury incurred while performing duties as a member of any other fire or emergency service; or

- d) when operating a City vehicle, being duly authorized to do so by the City; or while on a reasonably direct travel route to or from work and home in their private vehicle while within the City limits; or
- e) while participating in organized fire service training that is approved in writing by the Fire Chief after consultation with the City Manager's designee for Risk Management.

In the circumstances described above (sub-paragraphs a through e), the City agrees that it is and will consider itself the employer and the employee the City's employee.

After the advice and comments of the Fire Chief and the IAFF President, the City Manager, at his/her sole discretion, may extend the above described ISC payments beyond thirty-two (32) weeks. This decision is not subject to grievance or arbitration. The approvals for receipt of this compensation as presently required shall be continued. The Union and the City agree to meet to discuss options and alternatives to the current ISC practices to cure abuses (if found), and ensure streamlined and efficient provision, administration, and use of ISC.

**6.16. Jury Duty.** Bargaining unit personnel who are summoned to jury duty shall be covered by the following:

- a) Personnel who are released from jury duty and who are not required to return for jury duty the following day will be required to report to work and complete the remainder of their assigned tour of duty.
- b) Personnel who are required to return to a jury pool or to jury duty on the date following their scheduled shift will be allowed to take off the second half of their assigned shift (8:00 p.m. to 8:00 a.m.) without being charged to annual leave or sick leave time. If the employee is released from jury duty before 5:00 p.m., he/she is required to return to his/her regularly scheduled shift.

**6.17. Reduction in Work Force.** For the term of this Agreement, there shall be no layoffs or demotions of bargaining unit members except for disciplinary demotions, suspensions, or terminations, which are not included for the purposes of no layoffs or demotions.

**6.18. Infectious Disease Presumption.** Any condition or impairment of health caused by Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS), Hepatitis, Pulmonary Tuberculosis or Meningococcal Meningitis shall be presumed to have been accidental and to have been suffered in the line of duty unless the contrary be shown by competent evidence. The City will maintain a confidential list of employees who have taken the required medical examinations. Employees will be added to the City's confidential list subject to the following conditions:

- a) New hires shall acquire the presumption entitlement after completing a pre-employment or post conditional offer of employment medical exam that tests for and fails to reveal any evidence of AIDS, Hepatitis, Pulmonary Tuberculosis, or Meningococcal Meningitis.
- b) Employees who refuse to take the pre-employment or post-offer testing related to presumptions mentioned in this Section shall not be eligible for the presumptions.

**6.19. Seniority Bid System.** It is understood by the parties that the current bid system in effect at the ratification of this agreement shall remain in effect. Any change to the bid system will be agreed upon through the Labor Management process.

**6.20. Minimum Staffing.** It is agreed that the staffing of the Department shall be in accordance with the minimum staffing ordinance of the City which may be amended from time to time in the City's discretion, subject to the Union's right to request impact bargaining as provided under Article 13 of this agreement.

## ARTICLE 7

### **WAGES AND FRINGE BENEFITS**

#### **7.1. Wage Increases.**

- a) Effective with the first pay period ending in October of 2012, there shall be no across-the-board wage increase.
- b) Effective with the first pay period ending in October of 2013, there shall be no across-the-board wage increase.
- c) Effective with the first pay period ending in October of 2014, there shall be an across-the-board wage increase of three percent (3%).
- d) Merit and longevity increases shall become effective on the payroll period commencing nearest the effective date, provided that the employee's performance has been rated as satisfactory for the prior year.

**7.2. Suppression Division.** One (1) Firefighter I or Firefighter II, also certified as an Air Room Technician, per shift, shall be assigned to the Suppression Division. In addition to the Firefighter I (DE) or Firefighter II, regularly assigned as a driver to Station 2, there shall be one additional Firefighter I (DE) or Firefighter II, certified as an Air Room Technician assigned to Station 2 per twenty-four (24) hour shift, for a total of three (3) employees. Each one of the three (3) twenty-four (24) hour shift employees shall be assigned to the Support Services Division (1240), and also be entitled to the five percent (5%) driver/engineer incentive pay.

**7.3. Assignment Pay.** Any employee assigned outside of 1210 (Suppression Division) will received 10% assignment pay.

The only exception to this will be twenty four hour (24 hour) shift officers (i.e., Lieutenants and Captains) assigned to the Rescue Division (1220), who shall receive five percent (5%) assignment pay effective September 30, 2012.

**7.4. Paramedic and EMT Pay.** Employees who hold a Paramedic certificate shall receive a ten percent (10%) supplemental calculated on their base pay. Employees who hold an EMT certification shall receive a one and one half percent (1.5%) supplemental calculated on their base pay. Employees shall not receive pay supplements for both EMT and Paramedic certifications.

**7.5. Certification Pay.** In addition to "assignment pay" stated in Section 7.3, and Paramedic/EMT pay stated in Section 7.4, the following divisions will provide certification pay:

**a) Fire Prevention Division:**

- 1) Employee shall receive an additional five percent (5%) supplement upon receipt of a State Fire Inspector Certificate and shall continue to receive such supplement until the Certificate expires, regardless of his/her divisional assignments. Employees shall remain solely responsible for maintaining a State Fire Inspector Certificate, unless assigned to the Division. Such costs involved in maintaining a State Fire Inspector Certificate shall remain the responsibility of the employee.
- 2) In order to bid into the Fire Prevention Bureau, employee must possess a current State Fire Inspector certification.

**b) Support Services Division:** Employees shall receive an additional two and one-half percent (2½%) supplement upon receipt of a State Fire Instructor Certificate and shall continue to receive such supplement until the Certificate expires, regardless of his/her divisional assignment. Employees shall remain solely responsible for obtaining and maintaining a State Fire Instructor Certificate, unless assigned to the Division. Such costs involved in obtaining and/or maintaining a State Fire Instructor Certificate shall remain responsibility of the employee.

**7.6. Paramedic Training.**

For the purpose of this program, the focus will be on bargaining unit personnel who were hired on or after March 30, 1987. Seniority in rank will be the initial factor used to determine selection of students that will be allowed to apply to Miami-Dade College or other designated educational institution for acceptance into their paramedic program. The department will allow a minimum of two (2) bargaining unit personnel to enroll in the program each year. However, this number may be increased at the sole discretion of the Fire Chief, based upon staffing requirements, budget, class availability, etc. The Fire Chief will also determine the appropriate number of bargaining unit employees within each rank that will be considered for enrollment. The City will pay for the paramedic course, lab fees, required textbooks, and related medical exam and vaccinations.

Prior to the beginning of the school semester, bargaining unit personnel who have been accepted into the program will be transferred to a shift that allows them the opportunity to attend required classes on duty. This attendance will be governed by policies developed by the Fire Chief, including but not limited to, dress code, travel time, schedules, etc. The Fire Department shall not be responsible for additional on-duty time or expenses for bargaining unit personnel who are required to repeat portions of the paramedic course for graduation.

Bargaining unit personnel eligible for participation in this program will be allowed to submit a written request for a one-time deferment upon notification by the Fire Chief that they are being processed for the next available class. Any requests for deferment must be directed to and received by the Fire Chief within fifteen (15) days from the date of notification to ensure that there will be an adequate number of students available for entry into this program.

An employee granted a deferment will not be considered eligible for participation for a period of one (1) year from the date of deferment, at which time he/she will be required to make application to Miami-Dade College or other designated educational institution for acceptance into the next available Paramedic Training Program.

While attending paramedic school, bargaining unit personnel will not be permanently assigned to any division that would require payment above base salary. For example, personnel will not be permanently assigned to the Fire Rescue Division, Fire Prevention Division, or the Support Services Division. However, they may be assigned temporarily as the need arises.

#### **7.7. Driver Incentive Pay:**

- a) Effective on June 1, 2011, there shall be a Driver Engineer (DE) incentive pay established. In order to be eligible for the Driver Engineer incentive pay, a Firefighter I shall successfully complete Fire Apparatus/Equipment and Fire Hydraulics/Equipment courses or similar curriculum. Those Firefighter I employees who meet these qualifications and are assigned to the Suppression Division (1210) as a Driver Engineer who bid into the Driver Engineer assignment pursuant to the annual bid process shall receive a five percent (5%) Driver Engineer incentive pay.
- b) Effective September 30, 2012, any Firefighter I assigned to the Rescue Division (1220) shall receive a three percent (3%) driver incentive pay.

**7.8. Work Out of Classification.** When the City assigns a Firefighter I, Firefighter II, Lieutenant, or Captain to work in a higher position for more than one hour, he/she shall receive an increase of two dollars (\$2.00) per hour for all hours during which the assignment continues on that shift.

After the implementation set forth in Section 6.21, no Firefighter I shall be assigned to work out of class as a Fire Lieutenant on a Combat Unit unless he/she is on an active Fire Lieutenant promotional list. A Firefighter I may be assigned to work out of class as a Fire Rescue Lieutenant provided that any Firefighter I on an active Fire Lieutenant promotional list has the right of first refusal.

After the implementation set forth in Section 6.21, no Firefighter I shall be assigned to work out of class as a Driver Engineer unless he/she meets the qualifications set forth in 7.7 (a).

No probationary employee shall be assigned to work out of classification.

**7.9. Overtime.** Any member of the bargaining unit required to perform work outside of his/her normal shift shall receive pay at time-and-one-half their current hourly rate. Hourly rates shall be determined using the definitions in Article 7.16, Hours of Work. Upon implementation of the new average pay period provision for 24-hour shift personnel, all vacation and sick leave accrual rates and existing accrued amounts for 24-hour shift personnel shall be revised to reflect this change (i.e. 1.5 hours for each hour).

The Fire Chief will make available to the International Association of Fire Fighters, Local 1510 (IAFF) a report or the database of the overtime worked by the bargaining unit members. Such information will be furnished to the IAFF on an as needed basis.

**7.10. Call-in Guarantee.** A member of the bargaining unit who is called in to work outside of his/her normal shift will be guaranteed four (4) hours of pay to be computed at the rate of time-and-one-half, except when contiguous to the employee's regular schedule. If a call-in occurs on a holiday, the member will receive holiday pay for the four (4) hour guarantee and all additional hours worked on the holiday. If an employee does not perform available work as assigned, he shall not be entitled to any pay.



**7.11. Holidays.** The following holidays shall be granted to all members of the bargaining unit accordingly:

<b><u>Holidays</u></b>	<b><u>Designated Date</u></b>
New Year's Day	January 1 <sup>st</sup>
Martin Luther King, Jr. Day	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Veteran's Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday in November
The Day after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas	December 25 <sup>th</sup>

Employee's Birthday\*

Three (3) Floating Holidays\*\*

\* Birthday shall be twenty-four (24) hours for 24-hour shift employees and eight (8) or ten (10) hours for 8/10 hour shift employees.

\*\* Three (3) floating holidays of ten (10) hours or eight (8) hours for 8/10 hour shift employees, and two (2) 24-hour floating holidays for 24-hour shift employees.

- a) Floating holidays are to be selected by the employee, subject to the Fire Chief or designee's approval, during each 26 pay period year.
- b) Bargaining unit members shall be eligible to use Floating Holidays and Employee Birthday after six (6) months of continuous employment with the City.
- c) 8/10 hour shift employees get the same holidays as other City Employees.
- d) Bargaining unit members shall receive holiday pay (double time) for all hours worked on holidays. Double time pay does not apply to 24-hour shift employees, except when working overtime on a Holiday.
- e) Any additional holidays so designated by official action of the City Commission shall be added to the above list.
- f) Twenty-four (24) hour shift personnel whose R day or regular day off falls on a holiday will receive pay for nine (9) hours at the employee's regular straight time rate of pay.

The shift that is ending at 8 a.m. on the holiday and the shift that starts at 8 a.m. on the holiday, shall both receive nine (9) hours holiday pay at the regular straight time rate of pay. Effective April 1, 2015, the aforementioned nine (9) hours of holiday pay shall be reduced to six (6) hours of holiday pay at the regular straight time rate of pay.

**7.12. Vacation Benefits.** Consistent with applicable ordinances, the vacation benefits presently enjoyed by the employees covered by this Agreement shall continue for the term of this Agreement.

**7.13. Negotiation Pay.** The Union's Negotiation Committee, said Committee shall be composed of not more than five (5) members of the bargaining unit selected by the Union. Four (4) committee members, not more than two (2) of whom are on the same tour of duty, shall be allowed time off with pay to participate in any negotiations conducted pursuant to Chapter 447 of the Florida Statutes on any day or days on which negotiations are held during their regularly scheduled tour of duty. Employees shall not be paid for time spent in negotiations on off-duty days. The Union shall notify in writing the Fire Chief and the City Manager's designee for Labor Relations of the names of the members of the Negotiations Committee and of any changes in the members of said Committee.

**7.14. Sick and Vacation Leave Accrual and Maximum Payment of Termination.** The present policy concerning sick leave (including the policy for payment upon termination, retirement, or death), accrued sick and vacation time combined, up to a maximum of one year's salary, shall continue for all employees hired before October 1, 1978.

Effective October 1, 1978, all new employees covered by this Agreement shall, under applicable ordinances, rules and regulations, be allowed no accumulation of vacation leave, except in accordance with provision for postponement of vacation leave as set forth in Article 7, Section 7.10, of this Agreement; be permitted to transfer sick leave in excess of 360 hours to vacation leave at the rate of two days sick leave to one day vacation leave to be used in the pay period year when transferred. The Must Use Cap on vacation accrual is 460 hours (690 for 24-hour shift employees).

Employees shall be entitled to schedule and use at least one year's worth of their annual leave per year, if they participate in the Fire Department's vacation leave application process in a timely manner.

Effective with the first pay period ending in October of 2006, the maximum amount of accrued, combined sick and vacation leave paid upon retirement, termination or death shall not exceed 820 hours for non-shift personnel and shall not exceed 1,230 hours for 24 hour day shift personnel.

The value of the combined accumulated sick leave hours and vacation hours upon termination, retirement or death shall be one hundred percent (100%), up to the maximum as stated above.

**7.15. Sick Leave Sell Back Program.** An annual sick leave sell back program, payable on a dollar for dollar basis, has been established and implemented as stated in this section, effective October 1, 2013. The annual sick leave sell back periods shall cover each of the following fiscal years: October 1, 2013, through September 30, 2014; and October 1, 2014, through September 30, 2015. Payments for each annual sick leave sell back period will be made in the last pay period in November after the closing of the applicable sell back period. The sick leave sell back program, inclusive of all provisions stipulated in this section, shall terminate on the expiration date of this Agreement.

The sick leave sell back program will allow qualified employees to sell back their annual sick leave accrual during the sell back period, minus any sick and emergency vacation leave utilized during the same period, to be reduced on an hour for hour basis. Leave utilized under the Family and Medical Leave Act (FMLA) shall not reduce the sick leave sell back amount.

In order to qualify for participation in the sick leave sell back program, employees must: (1) Have been employed by the City throughout the entire sick leave sell back period being measured; and (2) Maintain at least four hundred (400) hours of combined accumulated sick and vacation leave, after each sell back date, for shift personnel, and three hundred (300) hours for non-shift personnel. The sick leave hours sold back as part of this program cannot cause the employee's accumulated sick and vacation leave to descend below the aforementioned minimum established thresholds.

**7.16. Hours of Work.**

- a. The average pay period for twenty-four (24) hour shift personnel covered by this agreement will be 96 hours in a 14 day period and the three (3) shift (A,B,C) schedule

of twenty four (24) hours on duty and forty eight (48) hours off duty shall continue for the duration of this agreement. Every seventh shift, currently known as an R-day, shall be a day off so as to comply with the average pay period described above.

- b. The average pay period for 8/10 hour shift personnel covered by this agreement shall be eighty (80) hours in a fourteen (14) day period, with scheduled shifts consisting of eight (8) ten (10) hour or ten (10) eight (8) hour days per pay period. 8/10 hour shift personnel shall not be eligible to receive or accrue R-days.

#### **7.17. Health Trust Contributions:**

For Calendar Year 2013, the City's monthly contributions are:

Single:	\$ 482.92	(\$ 464.38 Medical + \$17.54 Dental)
Emp. + 1:	\$1,174.15	(\$1,139.95 Medical + \$34.20 Dental)
Family:	\$1,191.80	(\$1,139.95 Medical + \$51.85 Dental)

On a monthly basis, the City will be provided with the actual premium cost to the Florida Firefighters Insurance Trust Fund (herein after referred to as TRUST) as determined by its qualified consultant with those supporting documents reflecting the TRUST'S costs per participant. This actual cost shall include all liabilities of the TRUST inclusive of administrative fees, claims costs, reserves and stop loss not to exceed the maximum expense to the TRUST and supporting this annual percentage increase.

The City's annual calendar year contribution will be based on a true-up process as described below. (It is understood and agreed that the numbers used in the foregoing examples are fictional and for illustrative purposes only.)

**Example #1:** Trust's actual calendar year percentage premium increase is less than the City's actual contribution – a refund is calculated:

If the City's actual monthly contribution exceeds the TRUST'S monthly premium contribution, then the difference shall be recorded and refunded to the City by reducing the City's first following calendar year premium payment to the TRUST by the total amount of the dollars to be refunded. This refund will be based on the dollars determined each month. In addition, the City's base premium rate will be adjusted to reflect this annual percentage decrease in cost.

The City's premium rate for December of the preceding calendar year will be adjusted to reflect this percentage decrease in premium cost and then the City's current straight line average increase will be added to this base premium.

- 1) City's monthly contribution for calendar year 2006 = \$100,000/month
- 2) City's monthly contribution for calendar year 2007 = \$106,000 (2006 average straight line increase 6%)
- 3) Trust's actual monthly premium for calendar year 2007 = \$104,950.50 (this is 1% less than #2)
- 4) Therefore, the City overpaid the Trust by \$1,049.50 each month, which means the City would receive a credit of \$12,594 (\$1,049.50 x 12) to be taken off of the first premium contribution in 2008.
- 5) The City's straight line average for 2008 has been set at 6%.
- 6) Before adding this new straight line average of 2008, the current monthly contribution will need to be adjusted to reflect the true costs of 2007 (Dec 06 base premium + 5% (The true increase for TRUST in 2007)). This establishes the new base premium for 2007.
- 7) Therefore, the City's monthly contribution for 2008 would be \$105,000 (2007 adjusted premium) x 6% (2008 straight line average)) = \$111,300

**Example #2:** If the payments made by the City to the TRUST do not exceed the actual increase for prior year, then there will be no reduction made in the current year.

Trust's actual calendar year percentage premium increase is greater than the City's actual contribution – no refund is calculated:

- 1) City's monthly contribution for calendar year 2006 = \$100,000/month
- 2) City's monthly contribution for calendar year 2007 = \$106,000 (2006 average straight line increase 6%)
- 3) Trust's actual monthly premium for calendar year 2007 = \$110,000 (this is more than the City's actual payment)
- 4) Therefore, the Trust's premium was more than the City's actual contribution for 2007. No credit is due to the City and there will be no monies deducted from the first premium in 2008.
- 5) There will be no reduction to the City's current monthly contribution.

- 6) The City's straight line average for 2008 has been set at 6%.
- 7) The 2008 rate will then be determined as follows:

$$\$106,000 \text{ (2007 rate)} \times 6\% \text{ (2008 straight line average)} = \$112,360$$

**Example #3:** If the payments made by the City to the TRUST are equal to the actual increase to the TRUST for the prior year, then there will be no reduction made in the current year. Trust's actual calendar year percentage premium increase is equal to the City's actual contribution – no refund is calculated:

- 1) City's monthly contribution for calendar year 2006 = \$100,000 month
- 2) City's monthly contribution for calendar year 2007 = \$106,000 (2006 average straight line increase 6%)
- 3) Trust's actual monthly premium for calendar year 2007 = \$106,000
- 4) Therefore, the Trust's premium was equal to the City's actual contribution for 2007, no credit is due to the City and there will be no monies deducted from the first premium in 2008.
- 5) There will be no reduction to the City's current monthly contribution.
- 6) The City's straight line average for 2008 has be set at 6%
- 7) The 2008 rate will then be determined as follows:

$$\$106,000 \text{ (2007 rate)} \times 6\% \text{ (2008 straight line average)} = \$112,360$$

If the City's renewal rate is flat, or a negative percent, then there will be no change made to the City's annual calendar year contribution to the TRUST.

The City's contribution amount will help fund the level of benefits provided by the current plan as of the date this contract is signed\* and will help fund the level of benefits provided by the TRUST not to exceed the maximum expense to the TRUST for said benefits. If plan design changes cause an increase in the TRUST'S monthly premium, the City is not required to increase its contribution as a result of the plan design change. The City shall be notified in writing of all plan design changes within thirty (30) days of the effective date of any proposed change.

Deadlines:

a) First Week of Each Calendar Month:

Monthly premium billing reports shall be provided from the TRUST to the City Manager's designee for Labor Relations and Human Resources/Benefits Administration no later than the 1st week of each calendar month the premium is due. This premium billing report shall reflect the monthly premium costs based on the claims experience and administrative costs of the TRUST as determined by its qualified consultant and documents reflecting the TRUST'S costs per participant per month for administrative fees, claims costs, stop loss and reserves supporting the annual percent increase, and shall be broken down by average for that month per participant.

- b) In addition, the City of Miami Beach Firefighters Insurance Trust Fund shall provide the financial statements from the TRUST CPA reflecting Miami Beach's actual premium contributions for the prior calendar year to the City Manager's designees for Labor Relations and Human Resources/Benefits Administration. Audited financial reports will be provided as soon as available each calendar year.
- c) The City Manager's designee for Labor Relations will provide the final renewal rates to the Miami Beach Firefighters Insurance Fund prior to the beginning of the new plan year.
- d) The City's designees for Labor Relations and Human Resources/Benefits Administration will be notified of the annual meeting at which benefit changes are under consideration and the City shall be allowed to send representatives to that meeting. Also, any consulting reports analyzing benefit changes will be provided to the City for the purposes of that meeting.

\*Upon ratification of this agreement, the parties shall supply each other with the current plan designs in effect for calendar year 2013.

\*\*The straight line average is defined as the total of the percentage increase in premium for each of the City's medical plan options divide by the number of the City's medical plan options and in the same manner for dental plans.

In addition:

- a) For all current retirees and active employees on the payroll as of the date of ratification of this contract, all employees presently in the DROP, and all eligible dependents under the current eligibility rules, the City contribution for those current retirees and current employees who become future retirees for health coverage shall be equal to the City's Health Trust contribution formula for active employees. Furthermore, the contributions for those current retirees and current employees who become future retirees and their eligible dependents shall be no less than the current value of the contributions for active employees and their eligible dependents. This agreement shall be reduced to writing and made individual contracts and shall be vested benefit throughout retirement.
- b) Employees hired after the ratification of this Agreement who elect to be covered by the Firefighters Plan to the extent they choose to have medical benefits provided to them and their dependents during retirement shall receive a health insurance stipend in lieu of a City contribution to the Trust on behalf of those employees after their retirement. The stipend shall be a monthly payment equal to twenty-five dollars (\$25) per month of each year of service, subject to an annual increase based on the Miami-Ft. Lauderdale all urban consumer CPI as of September 30th of each fiscal year.
- c) All members of the bargaining unit who have worked at least ninety (90) days from date of appointment will not be covered by City-provided medical and dental benefits and will instead be covered by the Florida Firefighters Insurance Trust Fund (Firefighters Plan). Covered employees if they choose, will have the options of coverage as set forth in that Plan. Non-bargaining unit State certified firefighter employees in the Fire Department have the option of coverage under the City-provided plan or Firefighters Plan, but not both, provided they meet the TRUST's eligibility as defined in the plan document.
- d) All members of the bargaining unit who were members of the Union on September 1, 1986, and who retire on or after October 1, 1986, and non-bargaining unit employees who opt for the Firefighters Plan and who retire on or after October 1, 1986, shall be



covered by the Firefighters Plan to the extent they choose to have medical benefits provided to them and their dependents during retirement.

- e) The City shall be provided with a copy of the Firefighters Plan booklet and the Trust Agreement, and any other information required by law and shall be apprised of any changes in the Trust Agreement and/or Plan benefits.
- f) Employees covered by this Agreement who retire, or are terminated by the City must be vested in the Police/Fire pension plan at the time of such retirement, resignation or termination in order to receive a contribution by the City towards his/her health insurance premium after such retirement, resignation or retirement.
- g) Employees in the bargaining unit shall be eligible to participate in the City's voluntary benefits plan, which may be modified by the City from time to time. The voluntary benefits plan shall be administered by the City.
- h) Effective the first pay period ending in October of 2013, all employees covered by this agreement shall contribute twenty-five dollars (\$25.00) biweekly to the Post Employment Health Program (PEHP). Upon separation of employment from the City, employees covered by this agreement shall contribute ten percent (10%) of their total accrued leave payouts toward the PEHP. Any and all fees/costs associated with administering the PEHP shall be incurred by the plan participants. In no event shall the City incur any costs.
- i) Effective upon ratification of this agreement, and for so long a period as the federal tax code imposes a heavier tax burden upon City employees with domestic partners who elect to receive family medical and dental coverage over that of their married counterparts, the City will reimburse those employees with domestic partners who pay this heavier tax burden by adding to their biweekly pay the additional amount withheld from the employees' pay and the amount of the additional tax assessed by the federal government upon this reimbursement. Reimbursement under this subsection shall not be considered to be pensionable income. In order to qualify, eligible employees must have registered domestic partnerships in accordance with the applicable provisions of

the Miami-Dade County Code of Ordinances and the City of Miami Beach Code of Ordinances.

**7.18. Recertification.** Time spent while off duty in classroom (including the test) or lab settings to obtain recertification in accordance with State of Florida requirements is not time worked and will not be compensated by the City. Books and tuition for such courses will be paid for by the City. Under present state recertification procedures, the City will provide a \$300 paramedic recertification pay. Effective the first full pay period in October 2013, the City shall make a one-time payment of \$200 to retroactively compensate eligible employees who received recertification pay during FY 2012/13. Effective the first full pay period in October 2013, paramedic recertification pay shall be increased to \$500. Non-paramedic employees who are required to obtain EMT recertification shall be provided with the state required instruction while on duty.

**7.19. Court Time.** When an employee is required to appear in court or at a deposition by the State Attorney, public defender, or a federal agency, or is required to appear in court or at a deposition in a civil matter which involves the employee's employment with the City, (except when the employee is a Plaintiff in any litigation against the City, when the litigation involves one employee who is suing another employee, and/or when the employee is a Plaintiff or Defendant in a lawsuit where the employee is not on the same side as the City, this Section shall not apply) he/she will be paid a minimum of four (4) hours at the overtime rate if the court appearance or deposition is not contiguous to the regular duty shift. If the court appearance or deposition is contiguous to the regular duty shift, the minimum guarantee shall be two (2) hours at the overtime rate.

**7.20. On-Call.** Employees who are placed in an on-call status as primary respondents for periods of one month at a time will be paid \$300 for each such month

**7.21. Shift Training Coordinator.** One employee on each operating shift will be given a \$300.00 annual bonus for holding and maintaining a State of Florida Fire Instructor certificate, and for performing as the shift training coordinator. This training certificate holder bonus is not pensionable for purposes of retirement calculation.

**7.22. Pension Pick-Up.** The City agrees subject to and in accordance with IRS code and regulation that pension contributions, although designated as employee contributions, will be paid by the employer in lieu of contributions by the employee.

**7.23. Rescue Out of Class (ROC).** When the City temporarily assigns an employee covered by this Agreement to work in Fire Rescue for more than one hour he/she shall receive an additional two dollars (\$2.00) per hour for all hours during which the assignment continues on that shift.

**7.24. Pension.** The pension benefits as they currently exist shall continue, except that the City shall amend the pension plan upon ratification of this Agreement, to provide the following benefits for plan members who retire on or after September 30, 2013 (except as otherwise specified below):

- A. Upon completion of five (5) years of creditable service under the pension system, members may purchase additional creditable service under the system for up to two (2) years of prior military service, in increments of up to three percent (3%) per year of service for a maximum additional multiplier of six percent (6%), purchased at ten percent (10%) or ten and one half percent (10.5%), (for new hires required to contribute 10.5% to the plan as set forth in section G), of pensionable salary for each year of military service purchased, with the cost prorated for fractional years of service. For purposes of this purchase, an employee may use the value of accrued sick and/or annual leave, valued at the employee's hourly rate at the time of purchase.
- B. The purchase of additional military service must be completed within twenty-four (24) months following a member's completion of five (5) years of creditable service under the pension plan. If a member does not complete the purchase within the twenty-four (24) month period, he/she shall not be eligible for the purchase in the future. Upon ratification of this agreement, those members who have attained at least five (5) years but no more than ten (10) years of creditable service, may purchase additional military service as provided for in section A herein, within twenty-four (24) months. If a member does not complete the purchase within the

twenty-four (24) month period, he/she shall not be eligible for the purchase in the future.

- C. All compensation for work performed pursuant to section 6.12 (off duty services) shall be included in a member's salary for pension purposes, and shall be used in the calculation of member contributions and benefits. Provided, in no event shall the value of unused sick and/or vacation time, overtime pay, and/or off-duty pay, exceed the caps presently specified in the Miami Beach Police and Fire Pension Ordinance. Effective upon ratification of this agreement, overtime in excess of 300 hours per year or payments for unused sick and and/or vacation leave may not be included in compensation for pension purposes.

D. DEFERRED RETIREMENT OPTION PLAN (DROP)

- 1. **Eligibility** – Any active employee member of the Miami Beach Police and Firefighters Pension Plan may enter into the DROP on the first day of any month following the date upon which the employee first became eligible for a normal service retirement, subject to the conditions expressed herein or as modified from time to time.
- 2. **Conditions of Eligibility** – Upon becoming eligible to participate in the DROP, an employee may elect to enter that program for a period not to exceed sixty (60) months. Notwithstanding, participation may not continue beyond that date when the employee's combined years of creditable service and time in the DROP equals 408 months. Provided also that participation in DROP shall require the employee to complete and submit the following prior to start of DROP payments.
  - a. Such forms as may be required by the Pension Board of Trustee's Plan Administrator. Election in the DROP is irrevocable once DROP payments begin.
  - b. A waiver and an irrevocable resignation from employment with the actual date of termination being the date designated by the employee as the end of his/her DROP participation. The administration and timing of

execution and delivery of the waiver and resignation forms shall meet the requirements of the Age Discrimination in Employment Act and the Older Worker's Benefits Protection Act, as same may be amended from time to time.

3. **Conditions of Employment for DROP Participants** – Employees shall be subject to termination of employment while in DROP to the same extent as they were in their pre-DROP status. A person who has elected the DROP remains an employee during the DROP period and receives all the benefits of being an employee during the DROP period, except any form of pension contribution.

4. **Effect of DROP Participation**

- a. An employee's credited service and his/her accrued benefit under the Pension Plan shall be determined on the date of his/her election to participate in the DROP first becomes effective.
- b. The employee shall not accrue any additional credited service while he/she is a participant in the DROP, or after termination of participation in the DROP.
- c. A DROP participant is not eligible for disability benefits from the Plan.
- d. An employee may participate in the DROP only once.
- e. Effective with the start date of an employee's DROP participation, contribution to the Pension Plan by the employee and the normal cost contribution to the Pension Plan by the City, on behalf of the employee, shall cease.

5. **Payments to DROP Account.** A DROP account shall be created for each member who elects to participate in the DROP. A DROP account shall consist of amounts transferred to the DROP from the Plan, which include the monthly retirement benefits, including any future cost of living increases, that would have been payable had the member elected to cease employment and receive a normal retirement benefit upon commencing participation in the DROP, and earnings on those amounts. With the exception of those

employees who enter the DROP on or after September 1, 2012, through September 29, 2013, shall continue to receive a zero (0%) cost of living adjustment for the third (3<sup>rd</sup>) and fourth (4<sup>th</sup>) annual adjustment dates, regardless of whether the employee remains in the DROP for the maximum five (5) year period. Any such employee who exits the DROP within six (6) months following the date of DROP entry, shall be eligible for the cost of living adjustment as otherwise provided in the current pension plan.

**6. DROP Account Earnings**

- a. Members may direct their DROP money to any of the investment options offered and approved by the Board. Any losses incurred by the participant shall not be made up by the City or the Pension Plan. The selection of these programs shall be made by the participant on forms provided by the Board. Any and all interest and or earnings shall be credited to the participant's DROP account.
- b. A member's DROP account shall only be credited or debited with earnings while the member is a participant in the DROP and, depending on the DROP Account Payment Options selected, after the member dies, retires, or terminates employment with the City of Miami Beach.

**7. Payment of DROP Account Funds** – Upon termination of a member's employment (for any reason, whether by retirement, resignation, discharge, disability, or death), the retirement benefits payable to the member or to the member's beneficiary shall be paid to the member's DROP account. No payments will be made from the DROP account until the member terminates employment.

**8. DROP Account Payment Options** – Following the termination of a participant's employment, the participant shall select one of the following options to begin to receive payment from his/her DROP account. Said selection shall occur no later than 30 days prior to the end of the DROP participation period or within 30 days following the termination of a

participant's employment if said termination of employment occurs prior to the end of the DROP participation period:

- a. **Lump Sum** – All accrued DROP benefits, plus interest, shall be paid from the DROP in a single lump sum payment.
  - b. **Partial Lump Sum** – A member designated portion of accrued DROP benefits, plus interest, shall be paid from the DROP in a partial lump sum payment with the remainder being directly rolled over into an eligible retirement plan.
  - c. **Direct Rollover** – All accrued DROP benefits, plus interest, shall be paid from the DROP directly to the custodian of an eligible retirement plan.
  - d. Other method(s) of payment that are in compliance with the Internal Revenue Code and adopted by the Pension Board of Trustees.
9. **Death of DROP Participant** – If a DROP member dies before his/her account balances are paid out in full, the participant member's designated beneficiary shall have the same rights as the member to elect and receive the pay-out options set forth in Paragraph 8, above. DROP payments to a beneficiary shall be in addition to any other retirement benefits payable to the beneficiary.

10. **Administration of DROP Accounts**

- a. The Pension Board of Trustees shall make such administrative rules as are necessary for the efficient operation of DROP, but shall neither create any rule that is inconsistent with the legislation creating the DROP, nor any rule that would be a mandatory subject of collective bargaining.

- b. At all times, the DROP will be administered so that the Plan remains qualified under the Internal Revenue Code and is in compliance with the Internal Revenue Code and applicable laws and regulations.

- 11. If any provision of this DROP should be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted legislation, or by judicial authority, or by an IRS regulation/ruling, the City and the Union agree to meet within 30 days of such determination for the purpose of negotiating a resolution to the invalid provision(s).

In the event that provisions of the Internal Revenue Code operate to limit the benefit amount of employee coverage by the pension provision incorporated in this Agreement to an amount less than set forth in the pension Plan then the City and the Union shall negotiate a method to compensate the affected employee for the difference between the normal pension benefit and the limits allowed by the Internal Revenue Code provided that no such resolution shall jeopardize the exempt status of the Plan under the Internal Revenue Code.

- 12. A member who elects to participate in the DROP shall retain the earned balance of accrued sick and vacation leave as of date of entry into the DROP, and shall continue to earn sick and vacation leave during the DROP period, in accordance with the stipulations set forth in the collective bargaining agreement between the City and IAFF. While in the DROP, the member shall have the one-time option of receiving payment for accrued sick and/or vacation leave, up to the maximum payout upon separation of employment allowed by the collective bargaining agreement between the City and IAFF, provided that the employee shall retain at least one hundred twenty (120) hours of accrued sick leave after such payment. The one-time election to receive payment of leave balances shall be made in any one year of the DROP, by notifying the City no later than June 30 of that year. Payment will be made after the first pay period ending October of the same year. Upon final separation from employment with the City, a member who has participated in the DROP shall be eligible to receive payment for the



balance of all accrued sick and vacation leave as of the date of final separation, up to the maximum provided in the collective bargaining agreement, as reduced by the prior payout, if any. In no event shall payments for accrued sick or vacation leave be included in a member's earnings for the purposes of the plan.

E. Pension benefits for employees hired prior to July 14, 2010; all changes effective September 30, 2013, unless otherwise specified:

1. The benefit multiplier shall be three percent (3%) for each year of creditable service for the first twenty (20) years of service, and four percent (4%) for each year of creditable service after twenty (20) years of creditable service.
2. The normal retirement date shall be as provided in the current pension plan, except that a member must attain the age of 47 to be eligible for "Rule of 70" retirement.
3. The final average monthly earnings (FAME) shall be based on the member's two (2) highest paid years of creditable service, prior to retirement or separation from employment. Effective September 30, 2015, the final average monthly earnings (FAME) shall be based on the member's three (3) highest paid years of creditable service, prior to retirement or separation from employment.
4. The retiree cost of living adjustment (COLA) shall be two and one half percent (2.5%) annually.
5. The maximum pension benefit shall be 85% of pensionable income, with the exception that any member who attains a benefit of 85% of pensionable income or higher as of September 30, 2013, retains the maximum benefit of 90% of pensionable income.
6. An employee shall be vested after completion of five (5) years of creditable service.
7. Ten percent (10%) employee pension contribution.

F. Pension benefits for employees hired after July 14, 2010, but prior to ratification of this collective bargaining agreement (includes new hires currently in the recruitment process); all changes effective September 30, 2013, unless otherwise specified:

1. The benefit multiplier shall be three percent (3%) for each year of creditable service for the first twenty (20) years of service, and four percent (4%) for each year of creditable service after twenty (20) years of creditable service.
2. The normal retirement date shall be as provided in the current pension plan, except that a member must attain the age of 48 to be eligible for "Rule of 70" retirement.
3. The final average monthly earnings (FAME) shall be based on the Member's three (3) highest paid years of creditable service, prior to retirement or separation from employment.
4. The retiree cost of living adjustment (COLA) shall be one and one half percent (1.5%) annually.
5. The maximum pension benefit shall be 85% of pensionable income.
6. An employee shall be vested after completion of five (5) years of creditable service.
7. Ten percent (10%) employee pension contribution.

G. Pension benefits for employees hired after ratification of this collective bargaining agreement (excluding new hires currently in the recruitment process):

1. The benefit multiplier shall be three percent (3%) for each year of creditable service for the first twenty (20) years of service, and four percent (4%) for each year of creditable service after twenty (20) years of creditable service.
2. The normal retirement date shall be as provided in the current pension plan, except that a member must attain the age of 48 to be eligible for "Rule of 70" retirement.
3. The final average monthly earnings (FAME) shall be based on the Member's five (5) highest paid years of creditable service, prior to retirement or separation from employment.

4. The retiree cost of living adjustment (COLA) shall be one and one half percent (1.5%) annually.
5. The maximum pension benefit shall be 85% of pensionable income.
6. An employee shall be vested after completion of five (5) years of creditable service.
7. Ten and one half percent (10.5%) employee pension contribution.

The pension breakdowns above are for illustrative purposes and do not encompass all pension benefits afforded to respective members. The full itemization of pension benefits is available in the plan summary for the Fire and Police Pension Plan, as well as the Fire and Police Pension Ordinance.

**“Me Too” with the FOP.** The IAFF reserves the right to a “me too” agreement with the FOP should the City modify the FOP agreement on parallel issues. Any such discussions shall not exceed a period of 90 days from the date of the first meeting, and in no event shall the discussions continue beyond the contract expiration date.

**7.25. Buyback of Probationary Time.** Employees hired prior to ratification of this agreement may elect, by written notice served on the Board of Trustees, to receive creditable pension service time for any or all of their time served as probationary firefighters. In order to receive such creditable pension service time, employees should be allowed to purchase any or all of such time through the use of accrued annual leave, sick leave, cash or any combination thereof. In the event such purchase is not made within six months of successful completion of probationary period, the amount paid shall include interest at the rate of three percent (3%) per annum excluding first six months. Effective upon ratification, all newly hired employees, including new hires currently in the recruitment process, shall participate in the pension plan upon date of hire.

**7.26. Voting Time.** Given the availability of alternatives such as absentee ballots, the past practice of allowing paid time off for voting shall be discontinued.

**7.27. Commission on Fire Accreditation International Pay Supplement (CFAI).**

Bargaining unit members shall receive fifty dollars (\$50.00) per pay period. The union agrees to work with the City in order to attain accreditation through the Commission on Fire

Accreditation International. After attainment of accreditation, (CFAI) payments required herein shall be contingent upon maintenance of the accreditation provided however that payment shall continue if loss of accreditation is due to action or inaction by the City/Administration and unrelated to actions of the bargaining unit members.

**7.28. Compensation Plan.**

- a) Trainee – All non-certified hires will start at Step 1.
- b) All Florida certified Firefighters will start at Step 3. After 6 months at Step 3, the employee will move to Step A for the duration of their first year.
- c) Effective April 1, 2015, one (1) additional step, Step I, shall be added to the Firefighter I classification range. The additional step will increase the maximum of the range for the Firefighter I classification by five percent (5%). Any Firefighter I at the maximum step of the range, Step H, shall be eligible to proceed to Step I upon reaching his or her anniversary date following the effective date of this provision.

**7.29. Shift Fire Investigator.** Three (3) Firefighter I employees will be assigned to the Suppression Division (1210) in the position of Shift Fire Investigator. There shall be one (1) Fire Investigator per 24-hour shift for a total of three (3). To be eligible to hold the position, the Firefighter I must be a State certified Fire Investigator II. The three (3) fire investigators will perform their normal Firefighter I shift duties, and may be dispatched solely for Fire Investigative duties.

The three (3) Firefighter I Shift Fire Investigators shall maintain their 10% assignment pay as if they were still assigned to the Fire Prevention Bureau (FPB) Division (1230) and shall maintain their current take home vehicles.

**7.30. Hazardous Duty Pay.** Effective April 1, 2015, all employees covered by this agreement shall be eligible to receive hazardous duty pay in the amount of one hundred dollars (\$100) biweekly. Hazardous duty pay shall not be considered as pensionable earnings.

## ARTICLE 8

### JOINT OCCUPATIONAL SAFETY AND HEALTH COMMITTEE

**8.1. Committee Make-up and Responsibilities.** In recognition of the City's and the Union's desire to maintain the highest standards of health and safety in the Fire Rescue Department, a Joint Occupational Safety and Health Committee will be established. This committee shall consist of three (3) members of management selected by the Fire Chief, and three (3) members of the Union appointed by the Union President.

- a) The Committee shall recommend rules and procedures for the promotion of health and safety among Firefighters.
- b) The Committee shall make inspections of Fire Department facilities on a semi-annual basis or by special request.
- c) The Committee shall keep minutes of each meeting.
- d) The Committee shall meet on a regular basis at mutually agreed times. Four (4) members of the Committee shall constitute a quorum, providing that equal representation is available, at a scheduled and posted meeting.
- e) The Safety and Health Committee established by this Agreement shall evaluate changes in specifications for bids for protective clothing, equipment, tools, appliances, and apparatus, and shall issue its recommendations in a report to the Fire Chief.
- f) The Safety and Health Committee will evaluate the types of helmets, gloves, breathing apparatus, and protective clothing on a semi-annual basis. A report of this evaluation will be made to the Fire Chief.
- g) A separate City-Wide or Departmental Safety Committee will review and analyze all reports of accidents, deaths, injuries, and illnesses.
- h) The Safety and Health Committee shall review on the job accidents and injuries and make recommendations to the Fire Chief about prevention efforts and/or remediation needed.

**8.2. Personal Equipment.** Personnel will be issued personal equipment one time, in new condition, to be maintained in serviceable condition. If the gear is damaged or destroyed at no fault of the employee, it will be replaced by the City. If it has been damaged, destroyed, or lost due to the employee's negligence, the employee will pay for the replacement.

Negligence will be determined by a majority vote of four (4) members of the Occupational Safety and Health Committee and the Fire Chief. Two (2) of the Committee members shall be Union appointees and two (2) shall be Management appointees.

**8.3. Ladder Testing.** The City shall pay for the inspection and testing of the structural integrity and safety of its aerial devices, using recognized test procedures by an independent test company other than the original manufacturer, at a time to be determined by management, but on no longer than a bi-annual basis. A copy of the test results will be supplied to the Safety and Health Committee.

**8.4. Air Quality Evaluations.** The City agrees that air quality evaluations as presently made will be made by the Dade County Health Department or other suitable testing facility on the compressed air utilized in department Self-Contained Breathing Apparatus (SCBA) and Self-Contained Underwater Breathing Apparatus (SCUBA) on a quarterly basis.

**8.5. SCBA Repair.** Only personnel who have been trained and certified by the manufacturer will be permitted to perform repairs or supervise the performance of repairs on Self-Contained Breathing Apparatus (SCBA).

## ARTICLE 9

### LEAVE OF ABSENCE

**9.1. Educational Leave and Tuition Refund.** Subject to applicable Personnel Rules, an employee may request an educational leave of absence without pay to take a course or courses in a field related to the work assignment of said employee. The City's tuition refund program shall be continued for the term of this Agreement.

**9.2. Bereavement.** Where there is a death in the immediate family (mother, father, grandparents, grandchildren, current spouse's parents, brother, sister, current spouse, children, or stepchildren) of an employee he shall be allowed two (2) days off (twenty-four (24) hours a 24-hour shift employee), for the purpose of making arrangements and/or attending the funeral, without loss of pay and without charge to accrued sick leave or vacation days of said employee. In such circumstances, additional time off may be granted by the Fire Chief or designee, and shall be chargeable to the accrued sick or vacation leave of such employee. Such additional time shall not count against the employee for the purposes of performance evaluation, or for participation in the sick leave sell back program. Requests for additional time off shall be submitted in writing to the Chief.

## ARTICLE 10

### TRANSFER OF SERVICES

**10.1. Notice.** The City agrees to keep the Union advised concerning any plans for, or implementation of, a transferal of any services presently being performed by bargaining unit members.

**10.2. Discussions.** The City agrees to hold discussions with representatives of the Union upon request of the Union, for the purpose of permitting the Union an opportunity to comment upon any proposed transferal of services and/or suggest alternatives to all or any portion of the plan for transferal.



## ARTICLE 11

### DRUG/ALCOHOL TESTING

**Section 11.1. Selection.** In an effort to identify and eliminate on-duty or off-duty controlled substance/alcohol abuse, urinalysis/breathalyzer tests shall be administered as provided herein. Employees shall be advised of their contractual rights relative to this Article any time a urinalysis/breathalyzer alcohol test is required. Employees refusing to submit to a urinalysis/breathalyzer test under the provisions set forth herein shall be dismissed.

- a) **Annual Screening:** Effective October 1, 1998, all employees shall be required to submit to urinalysis once per calendar year. Employees shall be selected using a random selection process agreed to by the Union and the City, and shall be tested during their normal tour of duty.
- b) **Random Screening:** It is important to the safety and welfare of employees and the public that bargaining unit members not be impaired by alcohol while on duty nor use illegal drugs. The Human Resources Department will administer the drug testing program. Thirty (30) days after the contract ratification by the IAFF, employees whose sick leave bank falls below 133 hours (200 hours for shift personnel), shall be subject to the random drug test screening for 180 calendar days. The 180 calendar day period will begin with the pay period after the employee's leave balance falls below 133 hours (2000 hours for shift personnel). Effective October 1, 2007, employees whose sick leave bank falls below 200 hours (300 hours for shift personnel), shall be subject to the random drug test for 180 calendar days. The 180 calendar day period will begin with the pay period after the employee's leave balance falls below 200 hours (300 hours for shift personnel). If at any time after the 180 calendar days has expired, the employee's sick leave bank falls below the 133 hours (200 for shift personnel) (or on/after October 1, 2007, 200 hours [300 for shift personnel]), the employee shall be immediately subject to random drug testing for an additional 180 calendar day period (as described above). New hires are exempt from the random screening provisions until they have been employed for a total of thirty-six months. After thirty-six months from the date of hire, all provisions will apply.

c) **Reasonable Belief Screening:** Employees may be tested under the following criteria:

1. When a Division Chief or above has reasonable belief, based on objective factors that the employee has possession of, or is using, dispensing, or selling any illegal drug or controlled substance which is not prescribed by a licensed physician.
2. When a Division Chief or above has reasonable belief based on objective factors that the employee is under the influence of alcohol on duty, or on an off-duty detail, or traveling to or from same in a City vehicle, or while in a status where injury would be covered by Workers' Compensation and/or I.S.C.

**Section 11.2 Screening.**

- a) Employees shall take a breathalyzer test in the case of suspected alcohol abuse, and/or give a urine sample for suspected substances abuse, as determined by the City, at either a hospital or an accredited testing lab, as chosen by the City. The hospital or accredited testing lab shall include sufficient safeguards to ensure that a proper chain of custody is enforced. When a sample is required to be submitted under any of the above circumstances, a portion of the first sample shall be retained, and the employee may choose to submit a second, separate sample as described in b) below. All positive tests for controlled substance(s) shall be confirmed by Gas Chromatography Mass Spectrometry (GCMS) or equivalent testing method. Testing shall be performed by an accredited, State licensed clinical lab.
- b) Except in the case of alcohol testing, if the employee chooses to submit a second, separate sample it shall be collected at either a hospital or accredited, State licensed clinical lab, chosen by the City, within four (4) hours of the time the initial sample is submitted. If the employee declines to submit a second, separate sample or is unable to submit a second, separate sample within the four (4) hour time period, the retained portion of the initial test shall be used for any additional confirming tests. Any additional confirmation testing shall only be conducted following a positive result from the initial test, and shall be performed at a second, separate State licensed clinical lab of the City's choice. All additional confirmation testing shall be by GCMS or equivalent testing method.

- c) For purposes of reasonable belief screening criteria under Section 11.1(b)(2), employees shall be deemed alcohol impaired if their blood/alcohol level is measured at .04 or above. The following concentrations shall be applicable for determining whether samples are positive for the drugs or classes of drugs tested in the initial or additional confirmation process. A positive result shall be a concentration as set forth in NIDA (National Institute of Drug Abuse) five (5) panel screening standards.
- d) Employees shall be notified of a positive test result within a reasonable time from the time a sample is submitted. Such notice may be served either verbally to the employee or by a representative of the Department delivering notice to the employee's last recorded residence shown on the Department's personnel roster. The Union shall be advised of positive or negative test results to the extent that the release of such information is consistent with Federal, State, or local laws regarding the privacy of test results, unless the employee does not want the results released to the Union.
- e) Employees ordered back to duty for testing shall be compensated under Article 7, Section 7.7, Call-In Guarantee.
- f) Disputes regarding the consistent application of the reasonable belief criteria cited herein shall be handled under Section 11.3, Expedited Arbitration. Employees shall comply with the order to submit a sample and simultaneously file a protest with the communicator of the order.
- g) Employees who test positive for drug use and wish to attribute causation to a prescribed drug may present evidence to the City Manager's designee for Human Resources and the laboratory's Medical Review Officer. The decision of the Medical Review Officer will be conclusive.
- h) Employees shall authorize release of drug/alcohol testing to the City.

**Section 11.3. Expedited Arbitration.**

- a) Following ratification of this Agreement and prior to October 1, 1998, the President of the Union and the City Manager's designee for Labor Relations shall select two (2) permanent Arbitrators certified by the American Arbitration Association (AAA) or other

similar certifying agency, to hear employee drug grievances. The Arbitrators will alternate, hearing only grievances where the employee alleges a violation of Section 11.1(b), paragraphs 1 or 2, and limited to whether or not there was reasonable belief based on objective factors to require the grievant to submit to a controlled substance/blood alcohol test.

- b) Samples submitted under Reasonable Belief Screening criteria and grieved shall not be tested until the Arbitrator has ruled affirmatively that there was reasonable belief to test the employee.
- c) Any grievance must be in writing and submitted by fax or hard copy to the Division Chief or above on the same day as the test or no later than the next weekday following the test.
- d) Any costs associated with the Arbitrator's ruling shall be borne by the City if the Arbitrator rules there was not reasonable belief to test the employee, and the sample(s) shall be properly discarded. Costs associated with the Arbitrator's ruling shall be borne by the Union if the Arbitrator rules that there was reasonable belief to test the employee, and the sample(s) shall be tested as outlined in this Article.
- e) An expedited hearing shall be held before the Arbitration using the American Arbitration Association rules of expedited arbitration and no post hearing briefs shall be filed. The drug grievance shall be submitted directly to arbitration and shall be heard at a mutually convenient time after the employee was required to submit to the controlled substance/blood alcohol test. The Arbitrator shall rule at the close of the hearing and an oral response from the Arbitrator shall be sufficient to settle the grievance.
- f) The Arbitrator shall serve from year to year and shall be appointed by letter, jointly signed by the Union President and the City Manager's designee for Labor Relations. Should the City and the Union choose to remove an Arbitrator, the Arbitrator shall be notified and the parties shall agree on a replacement. If they are unable to agree, each party shall put two (2) names into a hat and the name drawn shall be the replacement for one (1) year.

**Section 11.4. Rehabilitation.** In the event that the results of the urinalysis/blood alcohol test are positive, the following shall apply:

- a) At the discretion of the Fire Chief, the employee may be immediately relieved of duty however, he shall first be allowed to utilize all of his/her accrued annual and sick leave, if appropriate, and then shall be relieved without pay. The employee shall not be disciplined until a positive test result is communicated to the City. However, if the employee's conduct in connection with the alleged substance abuse amounts to conduct for which the City might otherwise discipline the employee, the City may take disciplinary action prior to knowing of a positive test result.
- b) The employee shall, at his/her own cost, within seventy-two (72) hours of a positive test notification (excluding weekends and holidays) enter into a substance abuse treatment program approved by the City and the Union and remain in the program until the employee has successfully completed the program, including any required aftercare. If the employee fails to enter, participate in, and/or successfully complete any part of the rehabilitation program, including any aftercare, he shall be terminated from his/her employment with the City.
- c) Employees cleared to return to work by the Substance Abuse Program Administrator shall be subject to random urinalysis/breathalyzer test(s) for a period of two (2) years. The City shall be limited to six (6) random urinalysis breathalyzer tests per twelve (12) month period, beginning from the date the employee is cleared to return to work. Each employee shall be entitled to one (1) chance for rehabilitation during their employment with the City. Employees who test positive a second time under the provisions outlined in Section 11.2 of this Article or this Section shall be terminated from employment with the City.

## **ARTICLE 12**

### **SAVINGS**

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon issuance of such a decision or declaration which is not appealed by either party, the parties shall, following a request by either party, negotiate in good faith on a substitute article, section, or portion thereof.

**ARTICLE 13**  
**WAIVER AND ENTIRE AGREEMENT**

The Union acknowledges that during negotiations resulting in this Agreement, it had the right and opportunity to make demands and proposals with respect to any and all subjects not removed by law from the area of collective bargaining and that the complete understanding and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Union waives the right, during the term of this Agreement, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, and it particularly waives the right to bargain over the City's exercise of any of its management's rights set forth in Article 5 of this Agreement, e.g., changing work hour schedule, transferring employees, laying off employees, etc. The parties intend that this Agreement shall constitute the sole source of their rights and obligations from and to each other for its term either by specific provision or by silence. If the Agreement does not prevent it, the City may take any action (or fail to take any action) it desires and shall have no obligation to bargain with the Union concerning the taking, or not, of the action; but may take unilateral action at the time it desires. The Union does not waive, and shall retain its right, to bargain with the City over the impact of any action taken by the City not set forth in this Agreement, but such impact bargaining shall not serve to delay management's action until agreement or impasse is resolved concerning the impact at issue.

This Agreement may be amended by mutual agreement of the parties but any amendment must be in writing and signed by duly authorized representatives of the parties before it will be effective.

**ARTICLE 14**  
**TERM OF AGREEMENT**

This Agreement shall be effective as of its ratification by both parties, and shall remain in force and effect until September 30, 2015. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of negotiations, unless either party gives the other party at least ten (10) days written notice of its desire to terminate this Agreement, provided that such notice may not be given earlier than ten (10) days prior to the anniversary date.



EXECUTED by the parties hereto on this 28<sup>th</sup> day of October 2013.

INTERNATIONAL ASSOCIATION

CITY OF MIAMI BEACH, FLORIDA

OF FIRE FIGHTERS LOCAL 1510,

AFL-CIO-CLC

By: 

Adonis Garcia  
IAFF President

By: 

Jimmy Morales  
City Manager

By: 

Matti Herrera Bower  
Mayor

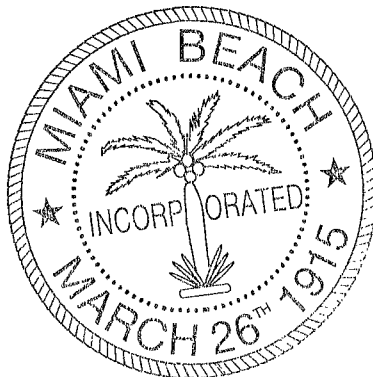
Approved by Vote of the City Commission  
on the 19<sup>th</sup> day of July, 2013

ATTEST:

  
\_\_\_\_\_

Rafael E. Granado  
City Clerk

Date 10/28/13



**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS**  
**(IAFF) LOCAL 1510**

**ELECTION OF REMEDY FORM**

Grievance No. \_\_\_\_\_

1. \_\_\_\_\_ I/We elect to utilize the Grievance Procedure contained in the current Contract between the City of Miami Beach, Florida, and the IAFF. In making this election, I/we understand that selection of another forum, as defined by the IAFF Contract, shall bar any consideration of the Grievance under the IAFF grievance and arbitration Article.
2. \_\_\_\_\_ I/We elect to utilize another forum, for my/our grievance, and in doing so, I/we understand that this election shall bar any consideration of this matter under the IAFF grievance and arbitration Article.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Subject of Grievance/Appeal:  
\_\_\_\_\_

## **HEARING EXAMINER RULES**

**SECTION 1: REQUEST FOR HEARING:** Any officer or employee may appeal from such disciplinary action within ten (10) days after the delivery or mailing to him/her of such written notice, by filing a written request for a hearing to the Hearing Examiner or his/her designee. If the tenth day falls on a Saturday or Sunday, he/she will have the ability to file for an appeal on the following Monday.

### **SECTION 2: DISCIPLINARY HEARINGS:**

- (a) The City Manager's designee for Labor Relations no later than ten (10) days after receipt of such appeal, shall fix a place and time for holding a public hearing within a reasonable time thereafter. Written notice of such time and place shall be delivered or mailed promptly to both the Appellant and the Appointing Officer.

Only the Hearing Examiner may grant a continuance to either party for good and sufficient cause. No continuance shall be granted to either party unless such request for continuance is received in writing by the City Manager's designee for Labor Relations at least ten (10) days prior to the date of said scheduled hearing of appeal.

- (b) The Hearing Examiner may, at the request of the Appointing Officer or the Appellant, call or request any person or records for the purpose of ascertaining the facts.
- (c) The Appointing Officer or a representative designated by him/her shall have the right to be present at such hearing and to be represented by the City Attorney.

- d) The Appellant shall have the right to be present at such hearing and to be represented by an attorney of his/her choice. Said attorney shall be an attorney duly admitted and licensed to practice in the State of Florida. In the event that the Appellant does not retain an attorney, said Appellant may have an advisor of his/her choice present. Such advisor shall not have the right to interrogate any witnesses or to enter objections to any testimony or evidence presented to the Hearing Examiner, nor may such advisor speak in the Appellant's behalf.
- (e) The findings of the Hearing Examiner shall be based upon competent substantial evidence of record
- (f) The Appointing Officer shall have the burden of presenting evidence to support the truth of the charges as contained in the written notice.
- (g) The Appellant shall have the right to present evidence to refute the charges brought against him/her.
- (h) The Appellant shall have the right to be confronted by his/her accuser, and the Appellant and the Appointing Officer shall each have the right to cross examine the witnesses of the other.
- (i) After both the Appointing Officer and the Appellant shall have presented their testimony and evidence, the Hearing Examiner shall receive argument in summation. The Appointing Officer shall have both the opening and closing argument.
- (j) After the completion of closing oral argument, the Hearing Examiner shall consider the testimony and evidence presented before the Hearing Examiner to determine the truth or untruth of the charges.
- (k) Within five [5] working days after the completion of the hearing, the

Hearing Examiner shall issue his or her findings as to the truth or untruth of the charges in writing. The City Manager's designee for Labor Relations shall promptly deliver or mail a copy of such findings to the Appointing Officer and to the Appellant.

- (l) A copy of the written statement given the officer or employee, a copy of any reply thereto, and a copy of the findings of the Hearing Examiner shall be filed as a Public Record in the employee's personnel file.

City of Miami Beach												
Compensation Plan												
Effective with the first pay period ending in October 2012 and October 2013												

City of Miami Beach												
Compensation Plan												
Effective with the first pay period ending in October of 2014												
				Longevity 1=2.5%	2=5.0%	3=7.5%	4=10.0%	5=11.0%				
Job Classification (Range)												
STEP		1	2	3	A	B	C	D	E	F	G	H
5105	Fire Captain									108,309.12	113,724.58	119,410.81
										4,165.74	4,374.02	4,592.72
Normal Shift										52.07	54.68	57.41
96-Hour Shift										43.39	45.56	47.84
5107	Fire Lieutenant									93,506.72	98,241.39	103,151.54
										3,596.41	3,778.51	3,967.37
Normal Shift										44.96	47.23	49.59
96-Hour Shift										37.46	39.36	41.33
5109	Firefighter II									80,800.10	84,841.09	89,115.54
										3,107.70	3,263.12	3,427.52
Normal Shift										38.85	40.79	42.84
96-Hour Shift										32.37	33.99	35.70
5110	Firefighter I	46,493.29	49,228.15	51,963.03	54,697.90	57,409.12	60,295.04	63,414.80	66,533.39	69,883.47	73,290.73	76,988.22
		1,788.20	1,893.39	1,998.58	2,103.77	2,208.04	2,319.04	2,439.03	2,558.98	2,687.83	2,818.87	2,961.09
Normal Shift		22.35	23.67	24.98	26.30	27.60	28.99	30.49	31.99	33.60	35.24	37.01
96-Hour Shift		18.63	19.72	20.82	21.91	23.00	24.16	25.41	26.66	28.00	29.36	30.84

City of Miami Beach													
Compensation Plan													
Effective April 1, 2015													
				Longevity 1=2.5%	2=5.0%	3=7.5%	4=10.0%	5=11.0%					
Job Classification (Range)													
STEP		1	2	3	A	B	C	D	E	F	G	H	I
5105	Fire Captain									108,309.12	113,724.58	119,410.81	
										4,165.74	4,374.02	4,592.72	
Normal Shift										52.07	54.68	57.41	
96-Hour Shift										43.39	45.56	47.84	
5107	Fire Lieutenant									93,506.72	98,241.39	103,151.54	
										3,596.41	3,778.51	3,967.37	
Normal Shift										44.96	47.23	49.59	
96-Hour Shift										37.46	39.36	41.33	
5109	Firefighter II									80,800.10	84,841.09	89,115.54	
										3,107.70	3,263.12	3,427.52	
Normal Shift										38.85	40.79	42.84	
96-Hour Shift										32.37	33.99	35.70	
5110	Firefighter I	46,493.29	49,228.15	51,963.03	54,697.90	57,409.12	60,295.04	63,414.80	66,533.39	69,883.47	73,290.73	76,988.22	80,837.64
		1,788.20	1,893.39	1,998.58	2,103.77	2,208.04	2,319.04	2,439.03	2,558.98	2,687.83	2,818.87	2,961.09	3,109.14
Normal Shift		22.35	23.67	24.98	26.30	27.60	28.99	30.49	31.99	33.60	35.24	37.01	38.86
96-Hour Shift		18.63	19.72	20.82	21.91	23.00	24.16	25.41	26.66	28.00	29.36	30.84	32.39